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The Solicitors' Journal.

LONDON, JUNE 11, 1864.

WE HAVE BEEN REQUESTED by the writers to publish a correspondence which has lately taken place between Mr. Pitt Taylor and Mr. Miller (one of our contributors) with reference to an article which appeared in our issue of the 21st May last, on the subject of the letter of the "Metropolitan County Court Judge" to the *Times*, which the Lord Chancellor did this Journal the honour to read from in his place in the House of Lords in the course of the debate on the second reading of the County Courts Acts Amendment Bill. The correspondence is of considerable length, and we are unable from want of space to comply with this request this week, but we hope to do so next week, provided we can obtain the sanction of the Lord Chancellor, to whom some of the letters were addressed. We reserve any remarks we may have to make upon this correspondence until it is before our readers. Suffice it at present to say that Mr. Taylor has addressed a letter to the Lord Chancellor, distinctly denying that any such cases as those referred to in the article in question (which will be found at p. 569 of the current volume of this Journal) had ever been decided by him, and that Mr. Miller has vouched his personal recollection for the substantial accuracy of his report.

THE LORD CHANCELLOR, on Friday, the 3rd instant, received a very influential deputation from a number of Trades' Protection Societies, on the subject of the County Courts Act Amendment Bill. The Trades' Protection Societies of Bristol, Liverpool, Manchester, Hull, Leeds, Nottingham, and many other important towns were represented, and three of the London societies. In nearly every case they were also attended by their respective members of Parliament.

The deputation was introduced by Mr. Baines, M.P. for Leeds, who had obtained the appointment with the Chancellor; and Mr. Wells, town clerk of Hull, and secretary of the Local Trade Protection Society there, was appointed to speak generally on the matter.

The principal points adverted to by Mr. Wells were—1. the proposed equitable jurisdiction; 2. the power to remove certain classes of actions to the county court for trial, unless the plaintiff gave security for costs in the superior court; 3. the proposed extension of the Tippling Act. Of all these propositions the society heartily approved. Then came the matters calling for alteration.

1. The proposed alteration from six years to one year of the limitation of actions for debts under £20. 2. The proposal to abolish the present concurrent jurisdiction of the superior courts in actions under £20. On this point he reminded his Lordship that there was no power of imprisonment by the superior courts under £20, and the practical effect of suing there was shown by the very large proportion of actions that were settled without any further proceedings or costs than those of the writ only, and that owing to the absence of a system of judgment by default in the county courts under £20, the expense of suing for a debt above £10 therein was pretty nearly the same as, or in some cases more than, in the superior courts. 3. The proposed abolition of the power of imprisonment: as to which he said that every useful end could be accomplished if the power of re-imprisonment for the same debt were taken away.

The Lord Chancellor, after the usual expressions of courtesy, stated that he would at once consent to alter the limitation of actions from one year to three years, leaving it to the wisdom of Parliament hereafter to

shorten the period, if thought advisable, and further would provide for keeping the debt alive by written acknowledgment or part payment, as at present. This would not, however, apply to debts under £5. His Lordship then adverted to the present state of the bankruptcy law of the country, which he lamented was in an unsatisfactory state, apparently pleasing nobody; which he attributed in great part to the fact of the expenses of the system. His Lordship said that creditors would not do what he considered their duty, and take more of the management of the estate into their own hands, but were content to pay others for doing it for them. As to the power of imprisonment by the county courts, he had endeavoured to make one law practically affect rich and poor alike. He considered that the power of imprisonment, except for actual fraud, was hard and foolish. Gentlemen present, his Lordship continued, having sons at the universities, approved of all and any restrictions against their getting into debt beyond their means, and he (the Chancellor) looked upon the working classes as little better than children in these matters. They must be taken care of; and laws made for them accordingly. His Lordship then adverted at some length to the "tally" system, and said he should consider how best to deal with the subject. He remarked that the deputation had not referred to the clause in the bill that a master might be ordered to pay part of his workmen's wages into the County Court under a judgment, and asked for the opinion of the meeting thereon.

Some discussion took place on this point, the result of which was that the general feeling of the deputation appeared to be that such a clause would amount to a dismissal of a workman. Masters would not be troubled with keeping a wages and court account with their men. Though in the case of one workman only the trouble would be small, yet in large factories and manufacturing, employing hundreds of hands, there would doubtless be very many cases of the kind, which would involve masters in an amount of trouble which they would refuse to undertake.

His Lordship could not quite agree with the views of the deputation. He should be glad, however, to receive their views in writing.

Mr. Miller (Bristol) begged to remind his Lordship that he had not referred to the question of the concurrent jurisdiction of the superior courts under £20.

The Lord Chancellor requested that any suggestions on this subject, and on any other points, might be sent to him in writing during the coming week, as the bill, which was to have gone into committee that evening, had been postponed to Monday week.

Mr. Miller handed to his Lordship a return of cases in the Bristol county court for the year 1863, showing that of the claims entered, only two per cent. resulted in the actual imprisonment of the debtor. Other gentlemen handed in similar returns from other courts.

His Lordship received them, and said he would consider them, and then retired, after an interview of fifty minutes.

It is by deputations such as these, in which gentlemen show, by personal exertions, how they feel the importance of proposed or impending alterations of the law, that good measures are improved, and bad ones defeated.

WE BELIEVE that Mr. Huddleston, Q.C., intends to solicit the suffrages of the electors of Stafford at the next general election.

MR. COMMISSIONER GOULBURN took occasion lately to express his regret at a practice which he stated to be "very prevalent, very pernicious, and entirely contrary to the statute, and to the rules and orders, and one against which complaints had been made." The learned commissioner asserts that whereas the statute enjoins that the bankrupt's estate should be paid into the hands of the trade assignee, who is himself bound by the Act to pay it at once into the Bank of England, a practice has in many cases grown up for the solicitor to the

assignees to receive the money, and instead of paying it into the Bank of England at once for his client, to keep it in his own hands, in respect of his lien thereon for costs and other charges. His Honour expressed his intention of consulting with his brother commissioners, with a view to the framing of some rule or order upon the subject.

IT WILL BE in the recollection of all our readers that the *Times*, in the early part of last month, published three letters on the subject of the Land Transfer Act. A gentleman, who signed himself "A now Happy Landowner," published in that journal a letter on the costs of proceeding under that Act which seemed so extraordinarily contrary to all previous calculation that his accuracy was challenged by a gentleman writing from Lincoln's-inn under the signature "A. M." To this challenge "A now Happy Landowner" replied at some length in a letter which was published in the *Times*, (the last of the three,) in which he offers to publish his bill of costs in the *Times* at "A. M.'s" expense.

In our article on the subject on the 21st of May* we speak of this as a rejoinder which did "not advance the question much;" "A. M." however, thought it of sufficient consequence to require a reply, and he accordingly addressed another letter on the subject to the Editor of the *Times*. That paper, however, took absolutely no notice of his communication, and a rather strong remonstrance against this conduct, which he afterwards sent to the editor, was unacknowledged.

He has sought relief from this one-sided conduct on the part of the "leading journal" by placing the whole correspondence in our hands. Want of space prevented our noticing it last week. Copies of the two letters in question will now be found amongst our correspondence, but we have not thought it necessary or desirable to re-publish the letters which have already appeared in the *Times*.

THE COMMISSIONERS appointed to inquire into the High Court of Admiralty of Ireland have made their report. Several changes have taken place in this commission since it was appointed, and the report before us bears the signatures of Mr. Justice Fitzgerald, Judge Longfield, Sir Robert Phillimore, Q.A., Sir Thomas Staples, Q.A., Mr. O'Hagan, A.G., Mr. R. B. Follett, Mr. Registrar Rothery, and Mr. Hazlett. It narrates shortly the history of the court, from the earliest mention of the Lord High Admiral of Ireland until the office became finally absorbed in that of Lord High Admiral of Great Britain. The first separate admiral of Ireland appears to have been John de Athy, appointed 7th December, 1335, when John of Norwich and Roger Higham between them held the office of Admiral of England, and the last to have been King James II. who was appointed in 1660 Lord High Admiral of England and Ireland, but was excluded from the office in England by the operation of the Test Act, notwithstanding which, he continued to be Lord High Admiral of Ireland till his accession to the throne. Since the Restoration there have been but two High Admirals, none having been appointed since the accession of the House of Hanover, and both of these have been Admirals of England and Ireland.

The present constitution of the court is regulated by a statute of the Irish Parliament (23 & 24 Geo. 3, c. 14), though its jurisdiction is limited by the 8th article of the Act of Union (39 & 40 Geo. 3, c. 67, I.), which defines it to be "an Instance Court of Admiralty or the determination of causes civil and maritime only." The report then alludes to the extensive changes that have been lately made in the jurisdiction and practice of the High Court of Admiralty of England and recommends the assimilation of the jurisdiction of the Court in Ireland thereto. The commissioners dissent from the proposition to attach the jurisdiction of Admiralty either to one of the courts of common law or the

Court of Probate, and recommend the maintenance of a distinct Court of Admiralty with a separate judge. The details of the proposed alterations will be found elsewhere in our columns this week.

THE NOTORIOUS DERBYSHIRE WILL CASE has at last been finished, after three trials, and an appeal to the Lords Justices and the House of Lords. It was intimated to the Master of the Rolls, on Wednesday, that there would be no more litigation, and the only remaining question was that of costs. His Honour thereupon made the costs of the second and third trials go with the verdicts, and left the first trial and the appeals without any order. There were ten counsel employed in the case and seven or eight solicitors, so that the costs must be tending upwards to those in the great paraffine case of *Young v. Fernie*—which is said to have entailed an expenditure of about £40,000.

WE ARE INFORMED that the members of the Manchester and Liverpool Association for the Collection of Debts and General Accountancy are about to forward for presentation to the House of Lords a petition against the County Courts Act Amendment Bill. The petition states that the petitioners have very carefully examined and considered the provisions of the bill, which proposes, they say, in substance—(1) to limit to one year the time within which actions of debt for sums not exceeding £20 may be brought, and within which processes upon judgments for the like sums may issue; (2) to abolish the power of commitment for wilful disobedience of the order of the Court in cases where it has been proved that the debtor has the means to pay the amount ordered; (3) to practically prohibit the issuing of writs in the superior courts in respect of sums not exceeding £20. They are, they add, convinced as the result of long and varied experience, that serious and permanent injury would be inflicted upon the community by the operations of such proposed provisions; and that the real effect of such proposed provisions would be—(1) to withdraw from the honest debtor useful facilities for obtaining credit; (2) to deprive the creditor of just and necessary powers of enforcing his demands; (3) to supply most mischievous opportunities and temptations to reckless and dishonest persons to practice with impunity courses of extravagance, fraud, and evasion. They, therefore, humbly pray that the House of Lords will be pleased not to pass the said bill.

IN OUR OBITUARY this week we record the death of Mr. Nassau William Senior, late Master in Chancery and Professor of Political Economy in the University of Oxford. Mr. Senior, who was born in 1792, was educated at Eton, and afterwards went up to Magdalen College, Oxford, where he graduated in 1811, taking a first class in classics. He was a cotemporary at Oxford of Bishop Coplestone, Sir John T. Coleridge, the Dean of St. Paul's, Dr. Hawkins, and many other noblemen and gentlemen who have since been eminent in various positions in this country. In 1818 he was called to the bar, where he gradually rose into good practice as a conveyancer; he never, however, so far as we can learn, had any court practice. In 1825 he was elected first Drummond Professor of Political Economy at Oxford, which appointment he retained till 1830, when he was succeeded by Dr. Whately, late Archbishop of Dublin. In 1836 Lord Chancellor Cottenham appointed him Master in Chancery, which office he held till 1852, when he was relieved therefrom under the provisions of the Masters in Chancery Abolition Act (15 & 16 Vict. c. 80). In 1847 he was re-elected to the Oxford Professorship, as successor to the present Admiralty Advocate, Dr. Twiss. For some years he held the office of Examiner in Political Economy in the University of London. He was the author of several treatises of merit on the subject of Political Economy.

WILSON HETHERINGTON, Esq., whose death we announced last week, was the eldest son of Thomas Wilson Hetherington, of Walthamstow, in the county of Essex,

Esq. He was born in 1804, and, after a private school education, graduated at Oxford. He was called to the Bar at Lincoln's Inn in Hilary Term 1831, since which time he continued in steady practice as an equity draftsman until his death. So unexpected was his end, that on the previous day (May 26) he was present in the usual course of business in Vice-Chancellor Wood's Court. He has left, we are told, a numerous family.

NOTWITHSTANDING the constant presence of policemen wandering about the courts, we hear constant complaints of the prevalence and audacity of the pick-pockets, who ply their trade under the very eyes of justice. On Saturday last, Mr. Stephens, the defendant in an action, had his watch taken from him during the trial of his cause in the Bail Court, and several other persons had attempts made upon their pockets. The crowded state of the courts at Westminster, and the inconvenience of the ingress and egress to them, are much in favour of these light-fingered gentry.

SIR MATTHEW R. SAUSSE, Chief Justice of Bombay, has left that city for England on six months' leave of absence on urgent private affairs. Sir Joseph Arnould will officiate as Chief Justice during Sir Matthew's absence.

THE BOMBAY GOVERNMENT has called for a report from the Judges of the High Court on the late proceedings of Mr. A. St. John Richardson, the Judge of Ahmednuggur, who has been accused of very improper and extraordinary interference with his Brahmin Sheristadar. Pending the production of this report we forbear from all comment upon the case.

PARTNERSHIP LAW AMENDMENT BILL.

The course which the debates upon this bill have taken since our last notice of it, and the fact that some of the objections we then urged against the measure have been obviated thereby, together with the very large share of public attention which the question has attracted, have induced us again to invite the attention of our readers to the subject. It must be allowed that the extremely fine distinctions which have been established by judicial decision as to what shall constitute a partnership are at present a source of much difficulty and embarrassment. "Participation in profits, as such," is the admitted definition, and yet the being paid an income or salary in proportion to or even out of profits, or, if a loan be made to assist in carrying on a business, the being entitled by agreement to receive interest on the sum lent in proportion to the profits realised, has been held not to be such a participation in profits as to involve any of the liabilities of a partnership. Again, as our readers will recollect, there is no partnership where the agreement is to share the gross as distinguished from the nett returns of a joint undertaking. (Lindley on Partnership, vol. i. p. 10, *et seq.*)

We would gladly welcome the appearance of any measure by which this inconvenient state of the law could be remedied, but it is clear that the proposed bill would not have that effect, except in the particular cases of the limited partnerships created under it, nor then, except as regards the partners who are expressly associated on the limited principle.

Restricted, however, as the operation of the bill is, and greatly as it has been amended in committee by the House of Commons, it still seems to us to be open to grave practical objections. If, indeed, there were any provisions securing that at most a definite, and not very large, portion of the capital with which a business is to be carried on, and not the whole or the greater part of it, were to be supplied by the limited partners, the measure might, on the whole, work so as to be productive of good; but we are inclined to believe that in very many cases the general partner would, as the *gérant* so often is in French partnerships *en commandite*, be a mere *nominis umbra*, contributing nothing or but an inconsiderable portion of the money capital; and, in all such cases the proposed law would, in our opinion, offer

direct inducements to a class of speculation which, if not fraudulent, would at any rate be reckless. The limited partner having at stake only the sum lent, would not feel the check now existing in the fear of bankruptcy, to prevent him from embarking in speculative schemes which, however doubtful, offered a possible large profit. He could but lose the £2,000 or £3,000 advanced by him, while, if successful, he might make a fortune. But this is precisely the description of trading to which every commercial crisis can be traced. And we think it may be assumed, notwithstanding the extensive, but at the same time rather vague, language of the 2nd clause of the 13th section of the bill, that the limited partner, as the person furnishing the sinews of the business, would, in effect, direct its operations. Again, the general partner, whose contribution consisted only or chiefly of his skill and labour, would not be likely to exercise much caution whilst trading with the capital of another, because, while a successful venture or two might make him rich, if he should, on the other hand, be unlucky, bankruptcy could not, for him, be any very heavy misfortune.

But the true test of the bill is, we believe, the question whether mercantile credit is or not likely to be injured by it—in other words, whether it is or not probable that it will enable men to engage in business with an appearance of capital which they do not possess. It was apparently to guard against this that the 5th clause of the 13th section was introduced, declaring that a limited should become a general partner "if the registered name of the firm included the name and surname of any limited partner, or any name or surname identical therewith." But this provision would plainly be insufficient for the purpose, and the amendment, carried by Mr. Baring in committee on the bill, providing that the word "registered" should be always used after the name of the firm that includes a limited partner, in the same way as the word "limited" must appear after the name of a limited company, appears to us to be quite necessary, and we must hope it will be maintained if the bill itself is to pass. Mr. Scholefield and some of the supporters of the bill seemed inclined to abandon it altogether rather than admit this amendment; but we really think that, as was remarked in the debate, if the measure be sound in principle, there ought to be no serious objection to requiring any firm taking advantage of the Act to appear before the public under its true colours, in order that its creditors may be aware on what footing they stand with regard to it; while, if it is to prove a mere trap to the unwary, every precaution should be taken which may tend to neutralise such a result. The advocates of the bill assert, as one of its objects, that persons willing to advance their money as limited partners will derive a larger income from the capital so invested than they can now obtain in the shape of interest. It is assumed, however, when this is given as a reason in favour of the bill, that the person willing to join in a business as a limited partner will be capable of forming a correct opinion of the condition of the business in which he is about to embark his money. This, however, we believe to be quite impossible for any but those who are themselves mercantile men; and even for these it will be difficult to judge from a mere inspection of the books of the firm which they are thinking of joining, whether the business is or not in fact sound, even supposing that no attempt should be made to cook the accounts. The truth is, we think, that limited partners will simply lend their money on a principle of modified gambling: running the increased immediate income against the ultimate risk, upon the principle of the celebrated *dictum* of the late Duke of Wellington, that "high interest" (using the word here in the sense of profits) "is but another name for deficient security."

If, however, persons having money to invest desire to increase their income, though at the risk of the sum invested, and at the same time to avoid exposing them-

selves to bankruptcy, there are surely limited companies enough in existence to give them opportunities for their purpose. True, the ultimate success of the principle of limited liability in the case of those companies is far from being established: and so long as the present large proportion of limited companies find their way rapidly to an official winding up, it would, we think, be well to pause before making this proposed further experiment with the mercantile credit of the country.

Still, although we think there are objections to the changes which the bill would introduce, we are far from thinking that our present partnership law might not be very considerably amended in other respects. We have received "suggestions for new clauses to facilitate banking and financial operations," coming from a quarter entitled to the greatest respect. The proposals therein contained are shortly as follows:—

That it shall be allowable for any number of persons not less than three, to obtain incorporation by complying with certain regulations as to the registration of the name of the firm, and other particulars which it may be found necessary to specify, and that, upon such incorporation, the corporate firm shall be allowed to use a common seal; while, at the same time, power is given to the members of the corporate firm to agree previously to their incorporation that the shares held by them shall not be transferable without the consent of the members other than the member desiring to transfer. That it shall not be necessary for such firms to register their articles of association, amount of capital, or particulars of the shares into which it is divided, but that such registration shall include the names and addresses of the members, and the objects for which they are associated.

Provision might be made to secure the firm continuing to consist of not less than three members, defining how bills, &c., should be drawn and accepted, and for making a change of name. The corporate firm might be left to be governed in all other matters, including those relating to winding-up, by the laws regulating ordinary partnerships. The addition of the word "incorporated" to the name of the firm might be made compulsory.

If the above changes were introduced, many difficulties would be obviated which now attend the transaction of partnerships with their customers. Amongst others we may particularize the following:—If, as the law now stands, a banking firm takes a mortgage to secure a current account, all the members of the firm for the time being must execute a re-conveyance or re-assignment of the property comprised in the mortgage, unless at the date of the mortgage all the then members execute it, and it includes the express stipulation authorizing one or more of the members to re-convey or re-assign on behalf of the firm. The privilege of using a common seal would enable a re-conveyance to be effected without the concurrence of the entire number of the partners. Again, if securities are deposited with bankers to secure further advances, and a change occurs in the banking firm before the making of some of the advances, unless a distinct agreement exists to the contrary, the securities extend only to those advances which are made by the firm whilst its members continued the same as when the securities are deposited. (Lindley on Partnership, vol. i. p. 173). But if a firm were allowed to acquire a corporate existence, no such difficulty as that last alluded to would arise, even in the absence of express stipulation. Other similar cases will occur to our readers, in which the suggested modifications of partnership law would, we think, be productive of great advantage to mercantile and other firms and the public generally, and we should be glad to see them embodied in an Act of Parliament.

THE JURIDICAL SOCIETY.—On Monday evening the society met at its rooms in St. Martin's-place, Strand, to hear a paper read by Mr. Vernon Lushington, discussing the case of the so called "pirates," *Tirman and others*, recently argued before and decided by the Court of Queen's Bench. Mr. Edward James, Q.C., presided. Messrs. Westlake, W. M. Beat, F. M. White, Charles Clark, and the Chairman addressed the Society. Mr. Lushington replied. The opinion of the Society seemed to be in affirmance of the judgment.

REAL PROPERTY LAW.

THE RULE AGAINST PERPETUITIES IN A GIFT TO A CLASS.

Knapping v. Tomlinson, V.C.K., 12 W. R. 784.

In applying the rule that an executory devise is bad, unless it is clear at the testator's death that the devised property must vest absolutely in some one, if at all, within a life in being and twenty-one years after, discrimination is necessary if the limitation which is beyond the life or lives in being, or which raises the question of perpetuity, be to a class. Thus a devise to one living at the testator's death for life, and after his death to his children for their respective lives, in equal shares, with benefit of survivorship between them, and after the death of the survivor, the whole to the children's children, is altogether bad as to the grandchildren. But if, after the first life estate, the devise be to the children of the tenant for life for their respective lives in equal shares, and upon the deaths of the children respectively, their shares to go to their children, the devise may, according to the state of the tenant for life's family at the testator's death be wholly bad, or partly bad, or wholly good. In either of the cases, the persons ultimately to take are the same—namely, grandchildren of the first tenant for life. The difference is, that, in the one case, they are treated as an entire class; in the other, the children of each child of the tenant for life form a separate class, and it is plain, that as to such of the tenant for life's children as have come into being before the testator's death, the rule against perpetuities is not infringed. The children of such children may take. The question may be asked, why should not the same grandchildren take in the other case, where the gift is to the grandchildren as an entire class? The answer is found in a subordinate rule, that where there is a devise to a class of persons answering a given description, and any member of that class may possibly have to be ascertained at a period exceeding the limits allowed by law, none of the class can take (See *Lewis on Perpetuity*, ch. xvii.). The reason of which is, that the testator has expressed his intention to include all, and not to give to some ascertainable within the legal period, excluding others not so ascertainable: *Joe v. Audley*, 1 Cox, 324; *Leake v. Robinson*, 2 Mer. 363; *Gooch v. Gooch*, 14 Beav. 565. It is evident that some of the class of grandchildren in the case first put might possibly have to be ascertained too late—that is, at the death of a child born to the tenant for life after the testator's death. Whereas if the shares of the tenant for life's children be separate one from the other, none of the grandchildren to partake of the share of a child born before the testator's death can require to be ascertained at too remote a period.

The devise in the present case, made by a will of 1802, was of a farm called Trotter's Farm, to the testator's son, Benjamin Bannister, for his life, and, after his death, amongst his children for their lives, in equal shares; and after the decease of any such child, the share of such child to go to his or her children and their heirs. Benjamin Bannister happened to die a few hours after the testator, having had five children. The suit was instituted by two of his grandchildren, who, by their bill, prayed a declaration that the devise in fee of Trotter's was valid as to the shares of such of Benjamin Bannister's children as died leaving any child or children, and that the shares of such of Benjamin Bannister's children as died without leaving any children vested in the testator's heir.

Arnold v. Congree, 1 Russ. & My. 209, before Sir John Leach, was an authority against this prayer. A testatrix gave certain sums of stock to her son and two daughters respectively during their lives, and after their deaths to their respective children; and by a codicil she desired that the grandchildren's shares of the stocks should be settled upon them for their lives, and afterwards upon their children. No account was taken by the Master of the Rolls of any grandchildren being born in the testa-

trix's lifetime, and he held that the attempt to extend the limitations to great grandchildren was ineffectual. But Kindersley, V.C., remarked in the principal case that the point there raised by the prayer was not suggested by counsel in *Arnold v. Congreve*, nor seemed to have occurred to Sir John Leach; therefore, that the case was not so strong an authority as it might otherwise have been. Correspondent with the time of a testator's death in respect of the operation of his will is the date of a settlement in respect of an appointment under a special power created by the settlement, as distinguished from a general power, an appointment under which operates, in point of perpetuity, from the date of the appointment. This being so, in *Griffith v. Pownall*, 13 Sim. 393, the next case on the subject before us, by a settlement made at a time when Mr. and Mrs. Pownall had six children, a power was given to E. H. to appoint among all the children of Mr. and Mrs. Pownall, begotten and to be begotten, and their issue, and in default of appointment, the fund was given to the children equally; which power was exercised by an appointment that the share which every child of Mr. and Mrs. Pownall, begotten and to be begotten, should be held in trust for that child for life, and after its death for its children. The Vice-Chancellor of England decided that the appointment to these children was not void for remoteness. The appointment would certainly have been void as to the children born to children begotten after the date of the settlement, but as the children of each child of Mr. and Mrs. Pownall formed a distinct class in relation to the share of each such child, the appointment, though possibly bad as to certain of such classes, was good as to all the actual classes, inasmuch as the parent of every actual class was in existence at the date of the settlement. On that case Mr. Lewis remarks, at p. 157 of his Supplement, "The principle of this decision, though pronounced upon the case of an appointment under a power, is conceived to be applicable no less to an original gift of several sums, or of divided portions of an entire sum to the individual members of a class." Accordingly, Kindersley, V.C. regarded *Griffith v. Pownall* as in favour of the plaintiffs. But that case did not settle the law. Eight years afterwards there came before Sir John Romilly *Greenhow v. Roberts*, 15 Beav. 92. The testator gave an annuity to his brother and, after the brother's death, amongst such of the brother's children as might then be living, in equal shares, during their lives, and at the decease of any of them the testator directed that so much capital as had been adequate to the payment of the annuity, to which the child so dying had been entitled during his or her life, should be sold, and the produce thereof be equally divided among the children of him or her so dying, when they should severally attain twenty-one. The brother had six children, one of whom was born before the testator's death. The question was, whether the children of that one could take. The Master of the Rolls considered that the gift in the first instance was distinctly to a class—namely, to such of the brother's children as might be living at his death, and that the child born in the testator's lifetime took solely in his character of one of that class, that the bequest to that class could not be treated as a separate set of bequests to each of such children as eventually constituted the class, that the "children of him or her so dying" was another class, some of whom were prohibited from taking by the rule against perpetuities; therefore, that the gift to the latter class was wholly bad.

In this state of the authorities the will in the principal case came before Vice-Chancellor Wood in *Catlin v. Brown*, 1 W. R. 533, upon a devise by the testator of another part of his property to another tenant for life, his children, and grandchildren, framed in the same terms as the devise of Trotter's Farm, and raising a similar question. The Vice-Chancellor decided that the limitation to grandchildren of such of that tenant for life's children as happened to be in being before the tenant for life's death was good, on the ground that the shares to the children

were independent. Distinguishing *Greenhow v. Roberts*, Wood, V.C., said that, as there the children in *esse* at the death of the testator took no vested interest, on that ground the decision of the M. R. was clearly right. In numerous cases mentioned by Kindersley, V.C., in his judgment in the present case, the decision of Wood, V.C., in *Catlin v. Brown* was treated as not being in conflict with *Greenhow v. Roberts*. Kindersley, V.C., considering that there was a conflict, remarked on the alleged distinction, as being that, in *Greenhow v. Roberts*, all the brother's children might have been dead at the time of his death, a contingency which, the same Vice-Chancellor said, was equally applicable to the devise in the will now before him. But we may venture to observe that the distinction lay not merely in the contingency of the death of the tenant for life's children, but in the original character of the gift to them, it being, in *Greenhow v. Roberts*, a gift contingent on their being alive at the death of the tenant for life, but, in *Catlin v. Brown*, a gift vested in the children.

The right conclusion may therefore be that the case secondly put at the commencement of these observations—namely, a devise for life, then to the children of the tenant for life for their lives, in shares, and after their respective deaths, to their respective children, must not be extended to gifts where the children of the tenant for life who are to take are not to be ascertained before his death. In order to guard against refinement upon refinement in a single rule, which already furnishes a thousand pages in Mr. Lewis' treatise, is it not possible that some enactment may provide that, whenever, in the events which happen, the period when an interest would be ascertainable and would vest shall not be actually beyond a life in being at the testator's death, or date of the deed, and twenty-one years after, the interest shall take effect? That, at least, is the common sense of the rule against perpetuities.

REPAIRING LEASE UNDER A POWER.

Easton v. Pratt, Ex.C., 12 W. R. 805.

This case, when before the Exchequer, was noticed (Jan. 9) under the recent decisions. The Exchequer Chamber has reversed the judgment of the Court below. Under a power to grant leases at rack rent, "or building or repairing leases for term of sixty-one years," a lease was made for forty years, containing the ordinary covenants to repair; the property being at the time not absolutely untenanted, but in such a bad state of repair as to be likely at any time to become ruinous from ordinary wear and tear. The Court of Exchequer held the lease not to be a good execution of the power; but the Appeal Court, Erie, C.J., delivering the judgment, considered that "repairing lease," as a term of art, had no definite meaning, but the parties intended duly to execute the power, for they recited it. There was an ample covenant to repair, and, as the premises were old and very dilapidated, the Court could not say that the lease was not a repairing lease. One bound to keep in repair was bound to put in repair: *Paine v. Haine*, 16 M. & W. 541. The reversioner could not expect more. The Court would have felt more bound by the judgment below if the Exchequer had shown what was a "repairing lease." The Chief Justice of the Queen's Bench neither concurred in nor dissented from the judgment of the Exchequer Chamber.

REVIEW.

The Law relating to Mines, Minerals, and Quarries in Great Britain and Ireland; with a Summary of the Laws of Foreign States, and Practical Directions for obtaining Government Grants to work Foreign Mines. By ARUNDEL ROGERS, Esq., Barrister-at-Law. London: Stevens & Sons. 1864.

The subject treated of in this work is one of considerable and growing importance at the present day. The influence of joint-stock enterprise is making itself felt in the working of mines, as in most other departments of industry and commerce; and an acquaintance with the laws relating to mines is becom-

ing daily more necessary to every member of the profession. A good text-book on those laws is a desideratum which the work of Mr. Rogers is intended to supply, though he aims, as we shall see, at more than this. How far he has been successful in his attempt we shall endeavour to point out.

Judging from the bulk of the volume, 715 pages, a considerable amount of labour must have been expended on it. We think, however, that the author has aimed at too much, and has not confined himself as strictly to his subject as he should have done.

The subject is treated of in four parts. In the first part, pp. 1—16, is given a general sketch of the work, followed by some statistical information relating to British mines. That information, interesting though it be, would seem to belong more properly to a work on political economy, than to a treatise on law.

The second part treats of the Roman law of mines. In the first part the author has thought it necessary to offer some explanation for his having referred to the Roman law. He says, "To carry out effectually the design of the work, the writer soon discovered that it would be necessary not only to consult the Roman code, but to refer generally to the laws of other nations. Attention has therefore been directed to the Roman law, not because there is any obligation to recognise that law, but because many of its principles form the foundation of our own laws, and are frequently referred to and acted upon by the judges in the absence of English authorities."

This passage would lead us to expect a full discussion of the principles of the Roman law. The subject, however, is dismissed with four pages, which are nearly half made up of quotations. In giving this very cursory glance at the Roman law, we think that the author has acted judiciously; but we think that he would have acted still more wisely if he had left that subject altogether untouched. Four pages cannot suffice to give even the barest outline of the principles of the Roman law; and, indeed, the chapter does little more than tell us, that under the Roman law the precious metals belonged to the State, while other minerals belonged to the owner of the soil. For this it was scarcely worth while to have written the chapter.

The third part, pp. 21—71, treats of the law relating to mines in foreign states. A separate section is devoted to each of the principal European States, one to Mexico, and a few lines to America, by which is intended the United States. Nearly half the chapter is devoted to France, and the greater part of that half is occupied with a transcript of the French laws of 1791 and 1810 on the subject. No doubt circumstances will often arise in which the practitioner will seek for information as to the laws of foreign States; but when he does so, he will look for much more detail than he will find in this work. We think the author would have done better not to have touched at all on the law of foreign States; for, brief as his notice of them necessarily is, it yet adds fifty pages to a volume otherwise sufficiently bulky. The most practically useful part of this chapter consists of directions as to the method of obtaining Government grants of mines in Germany, Austria, and Spain.

In the fourth part we come to the main subject of the work—the laws relating to mines, minerals, and quarries in Great Britain and Ireland. This part consists of twenty chapters, and extends over more than 600 pages. The rights of the Crown and of the duchy of Cornwall are treated of in chapters 4 and 5. Chapter 6 deals with the interpretation of the terms *mines*, *minerals*, and *quarries*, for the purpose of showing what they have been held to include, and what are the distinctions recognised between them. Then follow six chapters devoted to the subject of ownerships in mines, minerals, and quarries. Freehold lands, and the different kinds of tenures of them recognised by the English law, are first dealt with, and the rights and powers incident to those tenures in respect of minerals under the lands are discussed. Then the author proceeds to treat in a similar way of copyholds and of commons, waste, and enclosed lands. He then devotes some pages to the ownership of mines under and adjacent to railways, highways, canals, and waterworks, and the important question of the right to surface and lateral support, which has so often of late years been brought before our courts. This question is, however, but slightly touched on here, as the author recurs to it further on in a chapter on easements and servitudes. He then deals with the rights and powers of owners under disabilities, including under that description assignees of bankrupts, official liquidators, and mortgagees. Next he treats of the various kinds of corporations, and particularly of their statutory powers of aliena-

tion. Chapter 13 professes to deal with *injuries to mining property* under the two heads of *waste and nuisance*. The title of this chapter seems rather a misnomer, as the question of waste is a question rather of injury to the inheritance as between the owner of a limited interest and the owner of the remainder or reversion, than of injury to mining property in particular; and the subject of nuisance, as the author treats it, is confined to nuisances caused by the owners of mines to other persons. Chapters 14 and 15 discuss the various kinds of title by alienation, and title by prescription. Chapter 16 deals with the local laws and customs of Cornwall and Devon, and other mining counties. This, we think, is one of the most important chapters in the book. Chapter 17 treats of easements and servitudes as they affect mines. Then the rating of mines and minerals, and the statutes providing for the regulation and inspection of mines, are treated of in chapters 18 and 19. The coal trade is thought worthy of a separate chapter. Chapter 21 is devoted to civil remedies both at common law and in equity, and to the law of masters and workmen. Pleadings in actions, criminal offences, and precedents of licenses and leases occupy the three remaining chapters.

From this brief sketch our readers will see that Mr. Rogers has proposed to himself a gigantic task; nothing less than a discussion of every part of the laws and customs of England that can in the remotest way bear upon mines, their owners, and those employed in working them; not to mention his sketch of the laws of foreign States. In so doing we think he has attempted more than could possibly be satisfactorily comprised within the limits of a single volume; and the natural result is, that the book is encumbered with a good deal of what we cannot but consider superfluous matter.

Let us take an instance. Some pages of chapter 21 are devoted to the law of masters and workmen, and under that head are treated contracts of hiring and service, the mutual rights and liabilities of masters and apprentices, and of masters and servants, and the liability of masters to strangers in respects of the acts of their servants. There are one or two special statutes regulating the liabilities and duties of owners of collieries in relation to their workmen; but these statutes had been already discussed in the chapter on the regulation and inspection of mines. It appears to us, therefore, that this digression on the laws of master and workmen was wholly unnecessary. As well might it find a place in a treatise on the laws of real property, on the ground that labourers must be employed to till the fields.

Notwithstanding these superfluities, there appears to us to be a good deal of valuable matter in the book. The chapter on local laws and customs is, as we have already said, one of the most useful, as there are so many peculiarities in the custom of the chief mining counties of England; and the author appears to have treated this subject very carefully. This is particularly the case with the counties of Cornwall and Devon; and, as we believe the author is a Cornishman, he has an especial qualification for this part of his task. The custom of "Tin-bounding, and the stannery laws bearing upon it are treated of at some length in this chapter; and the "cost-book system" is also considered. The collection of forms of mining licenses and leases, contained in chapter 24, will also be found useful to the practitioner.

On the whole we think that Mr. Rogers' work is one calculated to be of considerable service to the profession, but that its value would be enhanced if the author would prune away the redundancies which we have indicated.

COURTS.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before the LORD CHIEF JUSTICE, and Justices CROMPTON, BLACKBURN, and SHEE.)

June 3.—*Roberts and Wife v. Roberts*.—The plaintiffs here sued the defendant for words spoken in Welsh, imputing to the wife incontinence, in consequence of which she was excluded from a congregation of Calvinistic Methodists. The defendant demurred.

Mr. Macintyre for the plaintiff, Mr. Crompton Hutton for the defendant.

The Court held that as there was no temporal damage, and the words were not slanderous *per se* without special damage, the demurrer must be allowed.

June 6.—*Ex parte Warwick*.—Mr. Cave obtained a rule calling upon an attorney to pay over to the applicant, his

client, the balance of a sum of £500, which he had received to pay a composition to that client's creditors, and a large portion of which he had retained as being due to himself for costs, which was denied.

— *Pace v. Morgan*.—Mr. Henry James moved for a rule calling on the plaintiff's attorney to answer the matters in affidavits. The action was on a bill of exchange, and the plaintiff's attorney, it appeared, had frightened the defendant into giving judgment, by telling him that a learned Queen's counsel, whose name did not appear, would cross-examine him and tear him to shreds. In his bill of costs he had charged for briefs delivered to the Queen's counsel mentioned, and to a junior counsel, and for their respective fees, and the master, without requiring proper vouchers, had allowed the items on taxation. It turned out that no such briefs had been delivered, and no fees paid. It further appeared that one master had taxed the bill, and the attorney referred to had then added four other items to the bill, and gone before another master for his *allocatur*, who seeing the first master's handwriting on the bill, had granted the *allocatur*, assuming the bill to have been wholly taxed, and without taxing the items which had been added.

The Court granted a rule *nisi*.

COURT OF COMMON PLEAS.

(Sittings in Banco, Trinity Term, before Lord Chief Justice ERLE, and WILLIAMS, WILLES, and BYLES, JJ.)

June 3.—*Brembridge v. Latimer*.—This was an action for a series of libels in the *Western Times*, imputing to the plaintiff, as a candidate for Barnstable, that he had, as agent to Mr. Hodgson, the former member, taken advantage of his principal by placing himself in his position, in the unavoidable absence of Mr. Hodgson. The plaintiff denied this, and did not set out the other parts of the libel complained of. The defendant set out the whole libel and pleaded a justification to it as set out. The plaintiff applied to have these pleas struck out, and Mr. Justice Williams, at Chambers, made an order accordingly.

Mr. Coleridge, Q.C., thereupon obtained a rule *nisi* to set aside this order, against which Mr. M. Smith, Q.C., Mr. Karslake, Q.C., and Mr. Kingdon now showed cause.

Mr. Coleridge, Q.C., and Mr. Buller were heard in support of the rule.

The Court discharged the rule, leaving the order of Mr. Justice Williams to stand.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner FANE.)

June 3.—*In re Bauerman*.—This case was mentioned last week.

Mr. Lawrance now said that Messrs. Cutten & Davis had consented to deliver up the pictures in question. The order for sale would therefore be discharged.

Mr. Roxburgh, for Messrs. Cutten & Davis, complained of the observations made by Mr. Lawrance on the last occasion. He said that his clients never intended to sell the pictures. All they had done was to dispose of some office furniture, which realised £5 4s., and to remove the pictures to their warehouse for safe custody.

Mr. Lawrance declined to withdraw any of the observations complained of. After some discussion the matter dropped.

(Before Mr. Registrar MURRAY.)

June 4.—*In re George Stiff*.—The bankrupt was formerly the proprietor of the *Morning Chronicle* newspaper. A sum of £1,038 was at this meeting stated to be applicable, after deduction of expenses, to dividend. The creditors have already received 7s. in the pound, and a further dividend of about 6d. in the pound will shortly become payable.

MIDDLESEX SESSIONS.

(Before Mr. PAYNE.)

June 6.—Sergeant Cole, whose extraordinary evidence at the trial of Henry Dixon we reported last week, was called up to-day, and admonished by Mr. Payne for the unhesitating manner in which he had sworn to what was untrue.

Mr. Ribton repeated what he said at the last sessions, that he did not suppose Cole had endeavoured wilfully to mislead the Court. He hoped, however, it would be a warning not only to Cole, but to other policemen, not to make prejudicial statements with confidence, except in cases where there was no possibility of a mistake.

Mr. PAYNE concurred in the remark, and hoped this case would have that effect.

— George Collins, William Smith, John Griffiths, and John Seymour, who had been convicted at the last sessions of attempting to steal from the pockets of persons unknown, were called up. Mr. Poland had taken the point that it ought to be proved that there was something in the pockets which they could steal, and the Court of Criminal Appeal, being of that opinion, had quashed the conviction.

Mr. PAYNE, after warning them not to offend again, ordered them to be discharged.

COURT OF PROBATE.

(Before Sir J. P. WILDE.)

June 4.—*Quick v. Quick and Quick*.—The plaintiff was the widow of Henry Brannan Quick, a solicitor, who formerly carried on business in Ely-place, Holborn, and who died in May 1863. She propounded the sum and substance of a will of the 22nd of December, 1860, whereby, as she alleged, the deceased left her all his property absolutely, and appointed her guardian to his infant child by a former marriage. The defendants were two infant children of the deceased, and they, by their guardian, pleaded that no such will as the plaintiff propounded had ever been made, and that, if made, it had been revoked.

Mr. Edward James, Q.C., and Dr. Spinks, appeared for the plaintiff; Mr. Karslake, Q.C., and Mr. Searle, for the defendants.

It was proved that the deceased was married to the plaintiff in December, 1860, and on the day of the marriage he executed a will, which was attested by Mr. Bond and his son, who did not, however, read it or hear it read over. He afterwards told his wife that he had left everything to her, and had appointed her his child's guardian. In 1863 he died. After his death, search was made for the will, and it could not be found, and in August, 1863, the plaintiff took out administration. On the 16th of October, 1862, the house in which Mr. and Mrs. Quick lived had been broken into, and a jewel-case and a dressing-case had been stolen. The plaintiff's case was, that the will in question had been left in the dressing-case by the deceased, and had been destroyed by the burglar.

Charles Kembell, a convict at Portland, was brought up in the prison dress and in the custody of an officer, and deposed to having been the robber in question, and having taken the will and destroyed it.

On cross-examination he said he was quite certain that one of the documents destroyed was a will, as he was a scholar, and could read writing well. He had destroyed at least six of such wills under similar circumstances.

It was proved that a reward had been offered for the recovery of the stolen articles, and a list of them had been drawn up by the deceased, in which no mention was made of a will or any other document.

June 7.—His LORDSHIP now delivered judgment.—The case was one of that class in respect of which he made some observations in the late case of *Wharram v. Wharram*. But the state of the evidence would enable the Court to dispose of it without moving the main questions there discussed. The execution of the will had been duly proved, but neither draft nor copy could be produced,—a somewhat remarkable circumstance, as the deceased was an attorney. Recourse was therefore had to statements supposed to have been made by the testator to the plaintiff and Mr. Bond, to the effect that he had left all his property to his wife. The Court had sought in vain for any principle or authority to justify the reception of such statements for the purpose of proving the actual contents of the absent will. It was familiar practice enough to receive the unsworn declarations of the testator in evidence for the purpose of arriving at his general intentions where the dispute was on the point of competency or fraud, for in such cases his intention was in itself a material fact, of which such statements were the fair exponents. But where these declarations were vouched to prove not only intentions, but the fact that these intentions had been embodied in a will, they became mere hearsay and open to the well-known rule excluding them as such. These declarations being excluded, there was nothing to prove what the will really contained, and, therefore, nothing of which probate could be granted. He must, therefore, pronounce against the plaintiff with costs.

—*Westerby v. Westerby*.—This case was noticed last week.

Dr. Wambey now renewed the motion, and produced an affidavit from the petitioner's solicitor, stating that he had never in his life advertised in any newspaper or other paper or publication whatever; nor offered or agreed with any person to take this or any other suit through the Divorce Court for £30, or for any other sum; that he was the solicitor to the

proprietors of *Bow Bells*, and had been informed that in the part of that publication devoted to answers to correspondents, he had been frequently recommended as a solicitor, but that it had never been stated to any person that the deponent took suits through the Divorce Court for £30, or for any other sum. An affidavit had also been filed by the petitioner, in which she deposed that the respondent's statement was wholly untrue.

The respondent handed a bundle of *Bow Bells* up to his Lordship, which he said contained the advertisement.

His LORDSHIP looked at them, and said that among the answers to correspondents there was a paragraph stating,—"We can recommend you to a respectable solicitor to conduct your case through the Divorce Court. It will not cost you more than £30. Send your address to us," &c. It appeared to him that an attachment must issue. This was a very different matter from the ridiculous advertisement mentioned by the respondent, but he must say if people were foolish enough to conduct their law business by means of the "Answers to Correspondents" in these publications, they deserved to suffer for it.

Dr. Wamby.—The paper does not mention the name of the solicitor.

The JUDGE ORDINARY.—No, but he says he is the solicitor to the paper, and there is little doubt that when the paper says "We can recommend you a solicitor," it recommends him.

Motion granted.

On Wednesday last, Sir J. Eardley Wilmot, Bart., county court judge, delivered an address from the bench on the subject of the County Court Acts Amendment Bill. We have been favoured with the copy of the notes taken on the occasion, and hope to offer them to our readers in our next.

GENERAL CORRESPONDENCE.

JURISDICTION OF HER MAJESTY'S COURT OF RECORD FOR THE HUNDRED OF SALFORD.

Sir,—As some misapprehension exists among members of the legal profession in the hundred as to the real effect of the late judgment of the Court of Exchequer in the case of *Farrow v. Hague*, upon the extent of the jurisdiction of the Salford Hundred Court, and as the reports in some of the papers were singularly defective, I obtained the shorthand writer's notes, and I beg to forward you some extracts from the judgments.

The question before the Court of Exchequer was, whether the judge of the Salford Hundred Court had jurisdiction to try actions for libel and slander, and other actions on the case, where the damages sought to be recovered were between forty shillings and fifty pounds. This question depended upon the construction to be given to sections 1 and 10 of the Salford Hundred Court Act, 9 & 10 Vict. c. cxxvi. It was admitted that the Court had jurisdiction to try such actions, where the debt or damages sought to be recovered were under forty shillings. The Court of Exchequer, after a long argument between Mr. Mellish, Q.C., and Mr. Quain, who appeared for the hundred court, and Mr. Jones and Mr. Hopwood, who appeared against it, unanimously confirmed the construction put upon the Salford Hundred Court Act by Mr. Kay, the judge, and decided that the Salford Hundred Court has jurisdiction to try all actions of libel and slander, and all other actions on the case, where the debt or damages sought to be recovered does not exceed fifty pounds; and so far from Mr. Baron Martin saying, as was reported, that it was *unfortunate*, he said it was *fortunate*, that they were able to give effect to what the Legislature meant. In fact, the learned barons, by all they said, showed that they were disposed to support the jurisdiction of the Salford Hundred Court as far as they could do so.

Mr. Baron Martin said, "I have no doubt that the action of trespass mentioned in the first section included the action of trespass on the case. I think that that was the intention of the Legislature. They did not mean to exclude the action on the case, for it is one of the most numerous classes of actions, and, generally speaking, one of the commonest. I believe it is more common than any other, except the action of *assumpsit*, and, so far from there being any difficulty in actions on the case, I must say the action on the case is not difficult to manage. I have no doubt that on the true construction of this Act of Parliament, the action of trespass means trespass properly so called and trespass on the case. But if I had any doubt, the parenthesis and the exception contained in the 10th section of the Act removes it. It seems to me, upon the true construction of this Act, that the Court has jurisdiction over an action upon the case to the extent of fifty pounds, and, that being so, what-

ever we think in our own minds with respect to what was the real intention of the parties who framed the Act, *fortunately* this exception has been introduced, and we can give effect to what, in all probability, the Legislature meant."

Mr. Baron Bramwell said, "I am clearly of the same opinion, but not quite upon the same grounds, as my brother Martin. The ground of my opinion is this: I read the statute as though it had said that the new court shall have power 'to try all actions at present cognizable,' leaving out the words 'where the debt or damages is under the sum of forty shillings,' because it strikes me that is merely a description of the actions at present cognizable, and so the words would read 'the court shall have power to try all actions at present cognizable by the said court,' and so it is governed by the other sentence afterwards. The operation of the Act, I think, is, it presumes the jurisdiction to try all actions of that quality which could have been tried before, but with certain exceptions; it defines those exceptions, and removes them, and, by extending the power to the excepted cases, gives authority to try trespass, which could not have been tried before, and then says, 'provided the sum or damages sought to be recovered shall not exceed fifty pounds.' It seems to me, therefore, that they are very plain words, retaining all the previous jurisdiction and enlarging it to fifty pounds, and adding to the jurisdiction also, and that seems to me, for the reason given by my brother Martin, to be made clear by section 10."

Mr. Baron Pigott said, "I am of opinion that the judge had jurisdiction in an action for slander under the first section of the Act of Parliament. It seems to me that the object of the Act of Parliament is to extend the jurisdiction of the court from forty shillings to fifty pounds."

Trusting that the importance of the subject will excuse the length of my letter, I have the honour to be, sir, your obedient servant,

J. H. HULME,

Deputy Steward and Registrar of Her Majesty's Salford Hundred Court.

COSTS OF CONVEYANCING.

Sir—"A Subscriber," in your paper of the 14th inst., under this head, says—"In my neighbourhood the usual charges of a solicitor against a purchaser in relation to a conveyance in an ordinary case, exclusive of stamps, do not exceed £4 6s. 8d., and are sometimes less."

What will he think when I tell him that a firm of solicitors in South Molton, and an old solicitor in Barnstaple, prepares conveyances for one guinea each! ONE THAT KNOWS.

Barnstaple, May 31.

The following are the letters of A. M., mentioned in our leading columns:—

To the Editor of the *Times*.

Sir,—I do not wish to throw doubt upon the word of your correspondent "A now Happy Landowner" in a way that would imply any wilful misrepresentation on his part, but I doubt whether the statements in his letter, published in your impression of the 11th instant, or the inferences deducible from them, would be borne out by an examination of the facts.

As your correspondent has no objection to give publicity to the bill of costs, I beg him to furnish me with a copy of it, the expense of which I will pay.—I am, Sir, your obedient servant,

A. M.

Lincoln's-inn, May 18.

THE LAND TRANSFER ACT.

9, New-square, Lincoln's-inn, 18th May, 1864.

Mr. A. M. presents his compliments to the Editor of the *Times*, and begs to inquire whether his letter of the 14th inst., in which he requested the correspondent writing under the signature of "A now Happy Landowner" to furnish a copy of his bill of costs, has been communicated to that gentleman.

It is the opinion of Mr. M., and of many professional gentlemen who have read the correspondence, that the statements made by "A now Happy Landowner" are incorrect, and calculated to mislead the public. Mr. M. feels confident that the Editor of the *Times* will wish that any statements published in that paper should, when fairly challenged, be either proved to be correct or be retracted.

MUNICIPAL CORPORATION ACT.

Is an auditor of a borough (divided into wards) retiring from office on the 1st of March, eligible to be elected as one of the ward assessors on that day. An opinion will oblige

Louth, June 8.

J. T. S.

INHERITANCE—SUCCESSION DUTY.

Solomon Bell, the purchaser of an estate in fee, dies *intestate*, leaving his eldest son Timothy his heir-at-law, who pays the duty on his succession. Timothy, some two or three years afterwards, dies *intestate* and *without issue*. The estate consequently goes to the heir-at-law of the last purchaser, who is Titus Bell, the second son of Solomon Bell. What rate of duty ought Titus to pay on his succession? I should say £1 per cent., the father being the person from whom the interest of the successor (Titus Bell) is derived (16 & 17 Vict. c. 51, s. 2). The authorities at Somerset House, however, contend that £3 per cent. ought to be paid. The opinions of your correspondents are requested.

J. T. S.

Louth, June 8.

LAW OF DEBTOR AND CREDITOR.

Sir,—Some time since I procured a judgment summons for a client of mine from our county court, against a man for a debt of some nine or ten pounds, who I knew had just had £100 given him, and which sum he had given to a relative of his, to be returned when he had settled with my client by cheating him out of his debt and costs; when the court day came, defendant did not appear to be examined. I proved to the judge that he had this sum of money, and he was committed to prison for twenty-eight days. He is now at large, without having paid my client a single farthing.

How would the Lord Chancellor treat this man under his new bill?

J. T. SHAPLAND.

APPOINTMENTS.

EDWARD BEAVAN, of the North Wales and Chester Circuit, Esq., to be Recorder of Chester, *vice* W. N. Welsby, Esq., who has resigned that office from impaired health.

Mr. JAMES SCOTT, of the Bengal Civil Service, to officiate as a Judge of the High Court at Calcutta.

JAMES EDWARD DAVIS, of the Oxford Circuit and the Middle Temple, Esq., to be stipendiary magistrate at Stoke-upon-Trent, *vice* T. B. Rose, Esq.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Tuesday, June 7.

PENAL SERVITUDE ACTS AMENDMENT BILL.

Upon the order of the day for going into committee upon this bill,

Lord BROUGHAM was understood to say that he did not wish his rising to be interpreted as an act of hostility to the bill. On the contrary, he highly approved of it, particularly as regarded the supervision of ticket-of-leave men. He desired to bear personal testimony to its admirable working in Ireland, where its success had been wonderful. In one place alone 160 ticket-of-leave men were under constant supervision, and no more than two officers were required for the purpose.

Lord LYTTELTON approved the course the Government had adopted. At the same time he thought it unreasonable and unjust for the South Australian colonies to object to convicts being sent to Western Australia. He hoped the Government would not allow the more powerful Australian colonies to override their judgment.

The House then went into committee.

Upon clause 2,

Earl Grey moved an amendment to the effect that upon a third conviction for felony the culprit should be sentenced to not less than seven years' penal servitude.

Earl GRANVILLE thought the amendment undesirable.

Earl GREY remarked that the judges were too lenient to be trusted.

Lord CRANWORTH supported the amendment.

Earl GRANVILLE would support the amendment if it were postponed till the report.

This was then agreed to.

On clause 4,

Lord HOUGHTON proposed the omission of certain words which would make it a misdemeanour for the holder of a ticket-of-leave to omit reporting himself to the police once a month in any locality to which he may go, or to change his place of abode without communication with the police. The principle of police supervision was bad in itself, and especially in refer-

ence to the present bill. The object of the bill was to enable the holders of these licences to return to society and follow an honest life, but if the ticket-of-leave system was accompanied by police supervision all chance would be taken from the criminal population of gaining an honest livelihood. No doubt it was said the system had succeeded in Ireland, but the system of Sir Walter Crofton was combined with many peculiar advantages—intermediate prisons, for instance, through which the convicts passed; and a partial and inappropriate application of a portion only of his system would run the chance of bringing discredit on the whole.

The Earl of CARNARVON hoped the House would not accept the amendment. If the amendment passed, all that the public would have to depend upon, as far as the security of life and property was concerned, would be the changes recently effected in the discipline of prisons upon the sole authority of the Secretary of State, which changes had been made hastily and might be re-called tomorrow; and when that took place things would exactly remain where they had been before. He must distinctly protest against the doctrine that these convicts had a right to liberty. They had forfeited it by their crimes against the laws, and when they were released it was only by an act of grace or favour, which the State was entitled to accompany with such restrictions as it thought fit to impose. They must not, in the midst of all their abstract reasoning on this question, forget the plain fact that the system existing in Ireland, and which undoubtedly had worked successfully, was based on a strict police supervision, and it should, moreover, be remembered that in Ireland there had not been one instance of complaint against the police for abusing their powers in this matter.

Lord CRANWORTH did not think there was much force in the argument that police supervision was an interference with the rights and liberties of the subject, but at the same time he was convinced that obliging a discharged prisoner to report himself once a month at a police-station would be an enormous obstacle to his getting employment, without conferring any benefit upon society.

The Earl of LICHFIELD supported the amendment.

Lord LYVEDEN supported the clause.

Earl GREY thought there was a great objection to requiring a man to report himself once a month. It would be impossible that the man's fellow-workmen could remain in ignorance of his being a convict; and that would be almost fatal to his hopes of retaining employment. He had heard from an able officer who had charge of convicts in Western Australia, that the system of making the convicts report themselves once a month had been found to work so badly that it was abandoned.

Lord PORTMAN supported the amendment.

The LORD CHANCELLOR said that if a licence-holder were required to report himself once a month, it would be the same as if he were sent out of prison with a brand on the forehead. He proposed to strike out the words "once in each month," and insert the words "if required so to do by the conditions of the licence." The position of the licence-holder would then be this—that having once reported himself to the police, he would not be subject to report himself again unless required so to do, at such time and place, in such manner, and to such persons as the chief officer of police should from time to time point out.

The Earl of DERBY suggested that it would be better to have this amendment printed, in order that it might be considered.

The LORD CHANCELLOR agreed to this proposal.

After a few words from the Earl of HARROWBY, Lord HOUGHTON moved an amendment limited to omitting the words "once a month."

The House divided:—

Contents..... 49

Non-contents..... 41

Majority against the amendment..... —3

A slight amendment by Lord PORTMAN was then agreed to, and the clause passed.

The remaining clauses were agreed to, and the bill passed through committee.

Thursday, June 9.

LAW COSTS.

The LORD CHANCELLOR laid upon the table a bill to amend the law relating to the remuneration of attorneys and solicitors. The noble and learned Lord said he would explain the details very fully on the second reading.

The bill was read a first time.

HOUSE OF COMMONS.

Wednesday, June 8.

INTOXICATING LIQUORS BILL.

Mr. LAWSON moved the second reading of this bill, which was opposed on behalf of the Government.

The House divided:—

For the second reading	35
Against	292
Majority	—257

The bill was therefore lost.

PROVINCES.

LIVERPOOL.—We are obliged, for want of space, to omit a very interesting summary of the report presented by the committee of the Liverpool Law Society to that body on the subject of the County Courts Acts Amendment Bill. It will, we hope, appear in our next.

SCOTLAND.

SOLICITORS IN SUPREME COURTS.

At a stated general meeting of the Society, held on Monday, June 6, in terms of the charter, Mr. Hew Crichton was unanimously re-elected praeses; Mr. Thomas Landale, vice-praes; Mr. Thomas Leburn, treasurer; Mr. William Miller, librarian; Mr. George Cotton, fiscal; and Messrs. John and James Young, joint-secretaries for the ensuing year.

The trial of Thomas ARNOT, for the murder of a lad named David Paton, on the Alloa-road, near Tullibody-bridge, on the 15th of March last, took place on Monday, before the High Court of Justiciary. It was stated by the prisoner's counsel that he was insane, and unable to give instructions for his defence; and that, therefore, he was not a fit subject for trial. Evidence having been led as to the state of mind of the accused, the Court found that the case was beyond doubt one of present insanity, exempting the party from trial. Order for the strict custody of the accused in Alloa prison, until her Majesty's pleasure should be known, was then made; and Paton, whose demeanour in Court had been very stolid, was removed from the bar.

IRELAND.

The following are the recommendations submitted to her Majesty by the commissioners appointed to inquire into the High Court of Admiralty:—

I.—AS TO JURISDICTION.

1. That the jurisdiction, practice, and procedure of the court should, as far as practicable, be assimilated to that of the English court.
2. That the appeal to the High Court of Delegates should be abolished, the appeal to be in the first instance to the Court of Appeal in Chancery, and thence to the Judicial Committee of the English Privy Council, provision being made for adding Irish Privy Councillors to such committee.
3. That the judge of the court should have power to make general orders, subject to confirmation by the Lord Chancellor and Lord Justice.
4. That if the jurisdiction of the English Court be extended as proposed, that of the Irish Court should be so, similarly.
5. That moneys paid into court should be dealt with as in England.

II.—ESTABLISHMENT.

1. That a separate court should be maintained.
2. i. The judge of that court to have at least £1,000 per annum, and not to practice as a barrister nor sit in Parliament.
ii. The judge not to have power to appoint a surrogate, but in case of his illness, &c., the Lord Chancellor to direct some other judge to sit for him.
3. i. Registrar to act as secretary and seal keeper.
ii. All officers to be appointed by the judge, and hold office till removed by the judge, with the sanction of the Lord Chancellor.
- iii. All officers to perform their duties in person, unless, upon sufficient cause shown, the judge appoints some one to act in their place.

iv. Present registrar to have the option of retiring (after twenty-seven years' service) on full salary.

v. Registrar to attend Court of Appeal in Chancery on Admiralty appeals.

vi. Present registrar of High Court of Delegates (after forty-two years' service) to be compensated.

III.—FEES.

The rules as to fees and salaries to be assimilated to those in force in England.

IV.—DOCTORS AND PROCTORS.

1. The court to be opened to the entire profession.
2. The five proctors who have not received compensation under the Probate Act (20 & 21 Vict. c. 79) to be compensated.
3. The present apprentices to the proctors to admitted attorneys and solicitors on the same terms and at the same time as they would have been entitled to be admitted proctors.

A parliamentary return, moved for by Mr. Whiteside, shows that from the 1st of January, 1851, to May, 1864, there were heard in Master Litton's office, short and long causes to the number of 6,133; motions and meetings in short causes, 31,506; and in long causes, 7,923. In Master Brooke's office the number of meetings, &c., was 7,124; the number of decretals, 430; and of interlocutory decretals, 3,118. In Master Murphy's office the short list numbered 15,820, and the long list 13,590; while in Master Fitzgibbon's office the short causes amounted to 22,020, the long causes to 5,025, and the decrees to 544. The total number of decrees and decretal orders made by the masters in chancery in the above period was 14,443. Out of this there were in all 134 decrees appealed against, and 42 reversed.

LANDED ESTATES COURT.

The following is a Parliamentary return of the number of petitions for sales and declarations of title in the Landed Estates Court, and the number of orders made and the number refused on such petitions:—Petitions for sale, 2,307; declarations of title, 45; number of orders made, 2,183; number of orders refused, 169. And by the return it appears that the purchase-money and other sums paid or to be paid into the Landed Estates Court, in the year 1862, amounted to £1,090,419 19s. 4d., and in 1863 to £1,371,446 5s. 7d.

The Court of Exchequer refused, on Wednesday, to grant a new trial in the case *Colclough v. Colclough*. The case involves the possession of large estates in the county of Wexford. Two trials have already taken place, the jury in the first having disagreed, and in the second found for the defendant.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

The Cour de Cassation last week dismissed the appeal of La Pommerais against the sentence passed upon him for the murder of Madame de Pauw. La Pommerais thereupon applied to the Emperor for a commutation of the sentence, and on Wednesday last this application was refused. The law has since taken its course.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The following was noticed in our issue last week:—

To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled.

The humble petition of the Metropolitan and Provincial Law Association
Sheweth—

That this association is composed of nearly 800 practising attorneys and solicitors in England and Wales, and that its objects are to promote the interests of suitors by the better and more economical administration of the law, and to maintain the rights and increase the usefulness of the profession.

That your petitioners have examined the provisions of a bill now before your right honourable House, intitled "An Act for limitation of action and process for small debts, and to amend the Acts relating to the county courts, and to confer on such courts a limited jurisdiction in equity.

That among the provisions contained in such bill the following appear to your petitioners to be objectionable:—

1. The limitation of actions for debts not exceeding twenty pounds to one year after such debt or some part thereof became due and payable, and the limitation of actions on any judgment or order for such a sum, exclusive of costs, to one year from the date of the judgment, or from the time at which the sum payable under such judgment or order, or the last instalment thereof, became due, or from the last payment made thereon.

2. The abolition of the power of imprisoning a judgment debtor owing a sum not exceeding twenty pounds, unless guilty of fraud or unjustifiable extravagance or conduct, and limiting the term of imprisonment in those cases to a single period, in no case to exceed two months.

3. The virtual abolition of the concurrent jurisdiction of the superior courts, by depriving a successful plaintiff of all costs where the defendant pays the debt within eight days of the service of the writ, or where defendant suffers judgment by default, and final judgment can be obtained without a writ of inquiry.

That the following are your petitioners reasons for considering the foregoing provisions objectionable, viz.:—

1. If the proposed limitation of actions for sums not exceeding £20 to one year becomes law, great inconvenience will be constantly caused both to debtors and creditors. To debtors, because it will be necessary for every person receiving, say at Christmas, a dozen shop bills under £20 each, for goods supplied perhaps near the commencement of the year, and which it is not convenient to pay at once, to give further orders, and for goods he may not require, either sufficient to raise each debt to over £20, or at all events to add another item to each account, so as to obtain another year during which to pay those still under £20; thus promoting among the richer portions of the community the very improvidence and extravagance which it is the object of the bill to put down among the labouring classes. To creditors the change would be very inconvenient, in that they would often have to choose between the risk of offending customers by enforcing immediate payment at the end of the usual year's credit, and the loss of all legal remedy for the recovery of their debts.

The limitation clause seems to assume that all debts under £20 are due from poor persons; but how large an amount of the liabilities of the middle classes are made up of such debts.

The clause also appears to be based on the supposition that if a debtor is in England he can always be sued without difficulty, but a debtor will only have to remove his residence to a distance, and unless his creditors trace him within a year he will be discharged from their claims. Thus much fraud seems likely to arise.

Your petitioners most respectfully venture to submit that the limitation of such actions or suits, if any such limitations should be deemed desirable, should be confined to actions or suits in the county courts, and should not be to a less period than three years.

Also that clause 3, limiting the issue of process on certain judgments or orders of any court, appears especially open to objection, if it is permitted to include judgments and orders of the superior courts.

2. As to the abolition of the power of commitment for the non-payment of judgment debts not exceeding £20, it appears to your petitioners that it would be to deprive creditors of their only means of recovering debts from the labouring classes, and, consequently, to take away from labouring men all means of obtaining necessities on credit in times of temporary difficulty from sickness or want of work; and in this opinion your petitioners are borne out by that of nearly the whole of the county court judges. Your petitioners have not failed to observe that it is proposed that employers may be required to deduct weekly or other instalments from their labourers' wages, and to pay the amounts over to the bailiff of the county court; but as there are no means proposed by which this unpleasant duty is to be enforced on the employers, your petitioners are of opinion that the clause will be found inoperative.

3. That actions for sums under £20 must, as the law now stands, be brought in the county court under the penalty of the loss of all costs to a successful plaintiff, except in cases in which the superior courts have concurrent jurisdiction.

That this concurrent jurisdiction was preserved to the superior courts by 9 & 10 Vict. c. 93, s. 128, in cases where the plaintiff dwells more than twenty miles from the defendant, or where the cause of action did not arise wholly or in some material point within the jurisdiction of the court within

which the defendant dwells or carries on his business at the time of the action brought, for the purpose of preventing the expense and inconvenience to the plaintiff or defendant of having to attend at a distance from home.

That this concurrent jurisdiction under twenty pounds has been retained by all the subsequent County Court Acts, and a doubt arising from the language of the 13th section of the 13 & 14 Vict. c. 61, as to the right of plaintiffs to recover their costs of action in the superior courts in such cases, has been expressly removed by the 4th section of the 15 & 16 Vict. c. 54.

That by a writ from a superior court, if no appearance is entered by the defendant, final judgment may always be obtained for an undisputed debt in eight days after service of the process, and execution be issued in eight more, without the expense of any proof, and often at a less cost than in the county court. In the latter court there being there no procedure analogous to appearance, in default of which judgment can be signed, the plaintiff (unless the defendant expressly consents) is compelled, after an interval of often a whole month, and sometimes of two months, to attend the court to prove his undisputed debt; and it often arises that when so attending he finds the summons has not been served. In the superior court he employs his own agent, over whom he has control, to serve the process; but in the county court he is compelled to trust to the bailiff. If the summons has been served, he obtains judgment for payment, perhaps by instalments so small as not to be worth the trouble of enforcing.

That the expense of obtaining judgment in the superior court in an undefended country action for a debt not exceeding £20 is £3 14s. 8d., and if execution is required (which is rarely the case) an additional £1 2s. 8d., and one shilling in the pound to the sheriff upon the amount he actually procures by the levy.

That in this action the plaintiff has no personal trouble or expense whatever, his attorney doing everything for him, and all the costs being recoverable with the debt.

That the actual expense of such a proceeding, if no attorney is employed, would not exceed £1 16s., and the sheriff's poundage if incurred.

That in the county court the court fees alone for plaint and hearing are three shillings in the pound—i. e., £2 5s. on a debt of £15, besides the expense of proving the debt in all cases where the defendant has not expressly consented to judgment, and one shilling and sixpence in the pound on the whole amount of the debt for execution, whether productive or not.

That in addition to this the plaintiff has to conduct his own case throughout, at the risk of being non-suited on some technical default of proof, or to pay his attorney (say) £2 costs, £1 6s. of which he cannot recover from the defendant. The only attorney's fee allowed on taxation is ten or fifteen shillings, according to the amount of the debt.

That in executions from the superior courts, the plaintiff has the selection of the sheriff's officer; and the number of such officers, the competition that exists among them, the fear of an action, and the fact of the poundage depending upon the result of the levy, generally prevent neglect, delay, or misconduct.

In the county court, when the plaintiff has paid the poundage, the levy awaits its turn among numerous others, and the defendant's goods are probably removed before the execution is put in force, and this without any provable "neglect, connivance, or omission" on the part of the bailiff, so that the plaintiff has no redress.

That in this way fees amounting in all to four shillings and sixpence in the pound on the debt are continually being paid to the county court, and the expense of witnesses incurred without the plaintiff deriving any beneficial result.

That in case an action in the superior court for a debt not exceeding £20 is defended, it can be and often is tried at a very small expense before the sheriff of the county where the action is brought, under the provisions of the 17th section of the 3 & 4 Will. 4, c. 42. In the Sheriff's Court, attorneys have audience, and it is not usual to employ counsel. This may also be done, as to debts not exceeding £50, in the county court, under 19 & 20 Vict. c. 108, s. 26.

That so great are the advantages of the superior courts for the recovery of undisputed debts that it is a constant practice for plaintiffs to sue there for debts under £20 in cases not within the concurrent jurisdiction, and to bear their own costs; but your petitioners humbly venture to submit that plaintiffs should have a full and unfettered option in all cases in which court to bring their actions. The proposed enactment would press very hardly on wholesale houses supplying goods to tradesmen at a distance.

Though fully concurring in the desire shown by the bill of checking the tally system, your petitioners are anxious that the interests of the ordinary trader should not be sacrificed for that object.

They are aware that many of these arguments apply to the whole county court jurisdiction; but they would humbly submit that regard should be had to the points they have stated before any addition be made to that jurisdiction.

Your petitioners are also of opinion that clause 38 is calculated to press hardly on a poor but much-injured plaintiff, by enabling the defendant to stop his action at pleasure, and would humbly suggest that security for costs should not be required in the actions there specified, except on the oath of the defendant (in addition to the affidavit proposed to be necessary) that he is advised and believes he has a good defence to the action on the merits.

Your petitioners therefore humbly pray that your right honourable House will be pleased to amend the said bill in the following respects, viz.:-

1st. By limiting the period during which actions may be brought in the county court for sums not exceeding £20, to not less than three years, if your right honourable House should be of opinion that any diminution of the long established six years period of limitation is necessary in such cases.

2nd. By omitting the clauses relating to the abolition of the present county court power of committing for contempt in not paying, though able to do so, judgment debts not exceeding £20.

3rd. By omitting the provisions virtually abolishing (under the penalty of the loss of all costs to a successful plaintiff) the concurrent jurisdiction of the superior courts in actions for debts not exceeding £20.

4th. By requiring a defendant to make an affidavit of merits as well as of the matters specified in clause 38, before he shall be entitled to apply for security for costs from the plaintiff in the actions specified in that clause.

And your petitioners will ever pray, &c.

(Signed) EDWARD F. BURTOS, Chairman.
(Signed) PHILIP RICKMAN, Secretary.

SOLICITORS' BENEVOLENT ASSOCIATION.

The fourth annual festival of this association was held on Tuesday evening last, at the Freemason's Tavern. Edward Harrison, Esq., Deputy-Chairman, presiding.

The cloth having been removed,

The CHAIRMAN read a letter from the Lord Chief Justice of England, apologising for his absence, on the ground of indisposition, which had compelled him to leave the court that day before the usual hour for the rising of the Court. His Lordship inclosed a donation of £10.

The toast of "The Queen" was drunk with all the honours. Song—National anthem.

The next toast was—"The Prince and Princess of Wales and the rest of the Royal Family."

The toast "The Army, Navy, and Volunteers," was next proposed by Alfred Bristowe, Esq., late M.P. for Kidderminster.

Captain Rose responded to the toast in a speech remarkable for humour, and excited considerable merriment.

"The Lord Chancellor and Her Majesty's Judges," was the toast which succeeded; responded to by Mr. Secondary Potter.

The toast which succeeded was "The Bar," proposed by Mr. Torr, and responded to by Mr. Wordsworth.

The CHAIRMAN then rose to propose the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity attend it." He regretted that the Lord Chief Justice was not present to propose it, and also that his coadjutor, Mr. Anderton, was absent through indisposition. The association could claim Mr. Anderton as its founder. While other professions and trades had made provision for their widows and orphans, a society such as that whose interests they were met to promote did not exist till lately for the United Kingdom. They all knew the trials to which solicitors, as young men, were exposed. They frequently advanced money for clients which was in many cases never repaid, and many were cut down in the prime of life, having possibly exhausted their little patrimony in their endeavour to found a connexion. Another association had existed for some time for the metropolis; but it was well known that the Solicitors' Benevolent Association was not at all in collision with that, and many of its members were members of both societies. He would conclude

by expressing a hope that they would give all the assistance they could to the association.

The toast was drunk with much enthusiasm.

Mr. EIFFE, the secretary, then read the list of subscriptions, amounting in the aggregate to nearly £700.

After one or two other toasts, the proceedings of the evening were brought to a close.

ARTICLED CLERKS' DEBATING SOCIETY.

A meeting was held this week in the Whittington Club for the object of forming a new Law Clerks' Debating Society. Mr. William Drummond, solicitor, in the chair. Mr. W. E. Baxter, was elected honorary secretary, and a committee formed. We believe that Sir H. Cairns, Mr. Serjeant Parry, Mr. Chambers, Q.C., and Mr. Hawkins, Q.C., have consented to be patrons.

LAW STUDENTS' JOURNAL.

QUESTIONS FOR THE EXAMINATION.

Trinity Term, 1864.

II. CONVEYANCING.

21. How can an estate tail be converted into an estate in fee simple, (1) by tenant in tail in possession, (2) by tenant in tail in remainder?

22. What is a remainder, and how many kinds of remainders are there? State the difference between a remainder and a reversion.

23. What are copyhold estates, and their most common incidents?

24. What are the rights of a husband with respect to his wife's freehold and copyhold estates?

25. In a conveyance of freeholds, how would you bar the dower of the wife of a purchaser married before the 1st January, 1834, and by what means would you bar it if the purchaser married after that date?

26. What is a tenancy by the courtesy of England?

27. Give the outline of an ordinary lease for twenty-one years of a private dwelling-house?

28. Distinguish between "privity of contract," and "privity of estate."

29. What difference is there between the liability of the lessee, and the liability of the lessee's assignee, in regard to breaches of covenant?

30. What is an equitable mortgage?

31. A mortgagee in fee dies intestate, in whom do the estate and money vest?

32. On a sale of lands, what expenses are usually borne by the vendor, and what by the purchaser.

33. If a man seized in fee of land, contract with another for the sale of it, and both parties die before the sale is completed, does the contract continue in force? and what is the consequence as regards the title to the land, and as regards the title to the purchase-money?

34. State the date, and some of the provisions of the Statute of Frauds.

35. Are there any cases in which the interest of a devise or legatee does not lapse by their death in the lifetime of the testator? and give instances.

36—40. Same as 1—5. —

ANSWERS TO THE QUESTIONS AT THE FINAL EXAMINATION.

Trinity Term, 1864.

By J. BRADFORD, LL.B., and W. WEBB, Solicitors.

The numbers prefixed to the answers refer to the numbers prefixed to the questions in the Journal of the 4th inst., p. 622.

I—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

6. The drawer of a bill of exchange is primarily liable thereupon, and notice of dishonour should be given to every other party or parties thereto whom it is proposed to charge.

7. Under the "Summary Procedure, Bills of Exchange, Act, 1855," all actions upon bills of exchange or promissory notes commenced within six months after the same shall have become due and payable, may be by writ of summons in the special form contained in the schedule, by which, unless within twelve days after the service the defendant obtain leave to appear, on affidavit, disclosing a legal or equitable defence, or such facts as would make it incumbent on the owner to prove consideration the plaintiff may, on filing an affidavit

of personal service and a copy of the writ, at once sign final judgment, and issue execution. By section 6 the holder of a bill or note may issue one writ of summons against all or any number of the parties, which shall be the commencement of an action or actions against the parties therein named respectively.

8. An action to recover a debt due to a married woman contracted before coverture must be brought in the joint names of husband and wife; but if the husband dies before the *chose in action* is reduced into possession, the right to sue remains in the wife alone. An action to recover a debt incurred by a married woman before coverture must be brought against the debtor and her husband jointly, but the husband's estate is discharged if he dies before the commencement of the action.

9. By statute 29 Car. 2, c. 3, some note or memorandum of the following contracts must appear in writing:—By section 4—(1.) A executor or administrator promising to answer damages out of his own estate. (2.) An undertaking to answer for the debt, default, or miscarriage of another. (3.) An agreement upon consideration of marriage. (4.) A contract relating to realty or any interest therein. (5.) An agreement not to be performed within one year. By section 17—(6.) A contract for sale of goods, wares, and merchandises, for £10 or upwards, unless there be part acceptance of the goods, or there is an earnest or part payment.

10. Actions to recover debts due on simple contract must be brought within six years after the accrual of the same (21 Jac., c. 16, s. 3). And on bonds or instruments under seal within twenty years (3 & 4 Will. 4, c. 42, s. 3). In either case time being allowed for the removal of any disability.

11. Any recognition amounting to adoption by a father of necessities supplied to his son, so as to support the implied request and promise, will render him liable. Thus it is sufficient that the father shall have seen the necessities worn by the child without objection (*Law v. Wilkin*, 6 Ad. & Ell. 718). And it is said that a child living with his parent has an implied authority to bind his parent for necessities, unless the parent provides him with money to provide himself with them.

12. A set-off is any counter-balance or counter-claim. The subject of a set-off is a cross debt or claim, on which a separate action might be sustained, due to the party defendant from the party plaintiff. It is a defence created by statute and has no existence at common law. It can only be pleaded of mutual debts of a certain and definite character, and does not apply to a claim founded in damages or in the nature of a penalty. The debt must be due in the same right and between the same parties. It must not be a mere equitable demand.

13. Before payment of the debts can be enforced, administration *de bonis non, cum testamento annexo*, must be taken out to the testator.

14. A writ of summons must be served within six calendar months from the date thereof; if it cannot be served within that time, the Statute of Limitations may be saved by renewing the writ every six months *toties quoties*.

15. A specially indorsed writ is issued and served. The defendant appears thereto within eight days after service. The plaintiff then delivers his declaration, containing a count for goods sold and delivered. The defendant pleads the general issue; whereupon the plaintiff ordinarily joins issue, and gives notice of trial. The record (which is a transcript, on parchment, of the issue) is lodged with the associate. Each party prepares his brief, *subpoenas* his witnesses, and delivers notices to admit and produce, if necessary. The cause coming on for trial, the plaintiff, if he obtains a verdict, may sign judgment and issue execution within fourteen days thereafter, unless the judge orders execution to be stayed or expedited.

16. If a defendant evade personal service of a writ of summons, the plaintiff may, after having called three times at his residence by appointment, apply to a judge at chambers for an order for leave to proceed as though personal service had been effected, and this order will be granted upon the judge being satisfied upon affidavit that reasonable efforts have been made to effect personal service; and either that the writ has come to the knowledge of the defendant, or that he wilfully evades the process server, and has not appeared.

17. By pleading, the defendant, admitting the statements as *ex facie* sufficient in point of law, makes answer to the declaration in point of fact, the issue of fact thereby raised is usually decided by a jury. By demurring, the defendant, admitting the facts as correct, denies their sufficiency in point of law, the issue of law thereby raised is referred to the Court in banco.

18. Interpleader:—It often happens where a man finds himself exposed to the adverse claims of two opposite parties, each requiring him to pay a certain sum of money, or to deliver certain goods, that he is unable safely to comply with the requisition of either, because a reasonable doubt exists to which of them the property in truth belongs. In such a case it is by statute (1 & 2 Will. 4, c. 58), provided that upon application made by or on behalf of any defendant in any action of assumpsit, debt, detinue, or trover made after declaration and before plea, by affidavit or otherwise, showing that the defendant does not claim any interest in the subject-matter of the suit, but that the right thereto is claimed or supposed to belong to some third person who has sued or is expected to sue for the same, and that such defendant does not in any manner collude with such third party, but is ready to bring into court, or to pay or dispose of the subject-matter of the action in such manner as the Court or any judge thereof may order or direct, it shall be lawful for the Court, or any judge thereof, to order such third party to appear, and to state the nature and particulars of his claim, and maintain or relinquish his claim, and to hear the allegations, and finally to order such third party to make himself defendant in the same or some other action, or to proceed to trial on one or more feigned issue or issues, and also to direct which of the parties shall be plaintiff or defendant on such trial. Or with the consent of the plaintiff and such third party, their counsel or attorneys, to dispose of the merits of their claims and determine the same in a summary manner, and to make such other rules and orders therein as to costs, and all other matters as may appear to be just and reasonable (23 & 24 Vict. c. 126, s. 14).

19. The venue is the name of the county stated in the declaration as that from which the jury is to be summoned to try the action. It is either local or transitory. Local where the cause of action could have arisen in one county only, as in ejectment; transitory where it might have arisen anywhere, as in actions of contract.

20. There are no pleadings in an action of ejectment; the issue is made up by the plaintiff setting forth the writ, and the appearance thereto, with its date, concluding with the usual words, "Therefore let a jury come," &c.

(To be continued.)

CALLS TO THE BAR.

TRINITY TERM, 1864.

Francis Turner, Esq., Middle Temple, exhibitor; John Cunningham, Esq., Middle Temple, certificate of honour; John Chester, Esq., Middle Temple, certificate of honour; Francis Henry Lascelles, Esq., Inner Temple, certificate of honour; Gerard Brown Finch, Basil Arthur Cochrane, Robert Phillips Dearden Monypenny, Arthur Sterry, William Coode, Leicester Colville Shirley, Richard Chaffey Baker, William Anthony Jones, Charles William Tayleur, Fitzowen John Skinner, Henry Millett, James Fortescue-Harrison, Thomas John Edwards, Joseph Makinson, Francis Benthall, and Ralph Charlton Palmer, all of Lincoln's-inn, Esquires.

John Bealey, Charles Crompton, Charles Edwards Eanis Vivian, Richard Christian Betts, Robert Lewis Lloyd, Charles Wentworth Dillon Sturgeon, Charles Edmund Palmer, Hereford Brooke George, Percy Lee, Harrison Falkner Blair, Joseph Hodge Simpson, Clement Cotterill Redfern, Gideon Colquhoun Sconce, Francis Law Latham, John Herapet Wise Arathoon, Edmund Wright Westby, Thomas Turner Weightman, George John Scurlfield, George Octavius Wray, Rudolph W. H. Erard de Rutzen, Ivanoff Lepoigneux, Charles John Stone, Henry Fraser Curwen, Henry John Trotter, Augustus Fennell Danvers, James Gibbs, and Arthur Dooghmore Grey, all of the Inner Temple, Esquires.

William Francis Philippotts; James John Turnbull; John Macrae Moir; John Andrew Shand; Edward Thomas Wilson; Henry William Fortescue Harrison; John Shiras Will; Wallace James Harding; Anthony John Rickards Bainbridge; and Alexander Abercrombie, all of the Middle Temple, Esquires.

Denis McCarthy O'Leary; Frederick William Campin; John Miller; and Clement Alexander Middleton, all of Gray's-inn, Esquires.

PRELIMINARY EXAMINATION OF ARTICLED CLERKS.

The notice with this heading which appeared in our last number ought to have appeared under the title "Ireland." It referred to the Incorporated Law Society of Dublin.

COURT PAPERS.

Court of Chancery.

SITTINGS AFTER TRINITY TERM, 1864.

LORD CHANCELLOR.
Lincoln's Inn.

Tuesday June 21	{ The First Seal.— App. mtns. & apps. Ptns. & apps. in bky. & apps.
Wednesday 22	Appeals.
Thursday 23	Appeals.
Friday 24	Appeals.
Saturday 25	Apps. in bky. & apps.
Monday 27	Appeals.
Tuesday 28	Appeals.
Wednesday 29	Apps. in bky. & apps.
Thursday 30	{ The Second Seal.— App. mtns. & apps.
Friday, July 1	Appeals.
Saturday 2	Apps. in bky. & apps.
Monday 4	Appeals.
Tuesday 5	Apps. in bky. & apps.
Wednesday 6	Apps. in bky. & apps.
Thursday 7	{ The Third Seal.— App. mtns. & apps.
Friday 8	Appeals.
Saturday 9	Apps. in bky. & apps.
Monday 11	Appeals.
Tuesday 12	Appeals.
Wednesday 13	Apps. in bky. & apps.
Thursday 14	{ The Fourth Seal.— App. mtns. & apps.
Friday 15	Appeals.
Saturday 16	Apps. in bky. & apps.
Monday 18	Appeals.
Tuesday 19	Apps. in bky. & apps.
Wednesday 20	Apps. in bky. & apps.
Thursday 21	Apps. in bky. & apps.
Friday 22	Apps. in bky. & apps.
Saturday 23	{ The Fifth Seal.— App. mtns. & apps. in bky. & apps.

NOTICE.—The days (if any) on which the Lord Chancellor shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.
Chancery-lane.

Tuesday June 21	{ The First Seal.— Mtns. & gen. pa.
Wednesday 22	General paper.
Thursday 23	General paper.
Friday 24	Ptns., sht. caus., adj. sums., and general paper.
Saturday 25	General paper.
Monday 27	General paper.
Tuesday 28	General paper.
Wednesday 29	General paper.
Thursday 30	{ The Second Seal.— Mtns. & gen. pa.
Friday, July 1	General paper.
Saturday 2	Ptns., sht. caus., adj. sums., and general paper.
Monday 4	General paper.
Tuesday 5	General paper.
Wednesday 6	General paper.
Thursday 7	{ The Third Seal.— Mtns. & gen. pa.
Friday 8	General paper.
Saturday 9	Ptns., sht. caus., adj. sums., and general paper.
Monday 11	General paper.
Tuesday 12	General paper.
Wednesday 13	General paper.
Thursday 14	{ The Fourth Seal.— Mtns. & gen. pap.
Friday 15	General paper.
Saturday 16	Ptns., sht. caus., adj. sums., and general paper.
Monday 18	General paper.
Tuesday 19	General paper.
Wednesday 20	General paper.
Thursday 21	Ptns., sht. caus., adj. sums.
Friday 22	Remaining ptns. { The Fifth Seal.— Motions.
Saturday 23	Motions.

* At the sittings after Trinity Term, the Master of the Rolls will hear further considerations in priority to original causes, until

those set down before the 18th June have been disposed of, after which the Master of the Rolls will hear further considerations on every Monday during the sitting of the Court.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.

Lincoln's Inn.

Tuesday June 21	{ The First Seal.— App. mtns. & apps.
Wednesday 22	Appeals.
Thursday 23	Appeals.
Friday 24	Ptns. in lunacy, app. ptns., and apps.
Saturday 25	Appeals.
Monday 27	Appeals.
Tuesday 28	Appeals.
Wednesday 29	Appeals.
Thursday 30	{ The Second Seal.— App. mtns. & apps. Ptns. in lunacy, app. ptns., and apps.
Friday, July 1	Appeals.
Saturday 2	Appeals.
Monday 4	Appeals.
Tuesday 5	Appeals.
Wednesday 6	Appeals.
Thursday 7	{ The Third Seal.— App. mtns. & apps. Ptns. in lunacy, app. ptns., and apps.
Friday 8	Appeals.
Saturday 9	Appeals.
Monday 11	Appeals.
Tuesday 12	Appeals.
Wednesday 13	Appeals.
Thursday 14	{ The Fourth Seal.— App. mtns. & apps. Ptns. in lunacy, app. ptns., and apps.
Friday 15	Appeals.
Saturday 16	Appeals.
Monday 18	Appeals.
Tuesday 19	Appeals.
Wednesday 20	Appeals.
Thursday 21	Appeals.
Friday 22	Ptns. in lunacy, app. ptns., and apps.
Saturday 23	{ The Fifth Seal.— App. mtns. & apps.

NOTICE.—The days (if any) on which the Lord Justice shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. Sir R. T. KINDERSLEY.
Lincoln's Inn.

Tuesday June 21	{ The First Seal.— Mtns., adj. sums., & gen. pa.
Wednesday 22	General paper.
Thursday 23	Ptns., adj. sums., & gen. paper.
Friday 24	General paper.
Saturday 25	General paper.
Monday 27	General paper.
Tuesday 28	General paper.
Wednesday 29	General paper.
Thursday 30	{ The Second Seal.— Mtns., adj. sums., & gen. pa.
Friday, July 1	Ptns., adj. sums., & gen. paper.
Saturday 2	General paper.
Monday 4	General paper.
Tuesday 5	General paper.
Wednesday 6	General paper.
Thursday 7	{ The Third Seal.— Mtns., adj. sums., & gen. pa.
Friday 8	Ptns., adj. sums., & gen. paper.
Saturday 9	Sht. caus., adj. sums., & gen. pa.

Monday 11	General paper.
Tuesday 12	General paper.
Wednesday 13	General paper.
Thursday 14	{ The Fourth Seal.— Mtns., adj. sums., & general paper.
Friday 15	Ptns., adj. sums., & general paper.
Saturday 16	Sht. caus., adj. sums., & gen. pa.
Monday 18	General paper.
Tuesday 19	General paper.
Wednesday 20	General paper.
Thursday 21	Ptns., adj. sums., & general paper.
Friday 22	{ The Fifth Seal.— Motions.
Saturday 23	Motions.

N.B.—At the sittings after Trinity Term, the Vice-Chancellor will hear further considerations in priority to original causes. Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. Sir JOHN STUART.
Lincoln's Inn.

Tuesday June 21	{ The First Seal.— Mtns. and causes.
Wednesday 22	Caus.
Thursday 23	Caus.
Friday 24	Ptns. & caus.
Saturday 25	Sht. caus. & caus.
Monday 27	Caus.
Tuesday 28	Caus.
Wednesday 29	Caus.
Thursday 30	{ The Second Seal.— Mtns. and causes.
Friday, July 1	Ptns. & caus.
Saturday 2	Sht. caus. & caus.
Monday 4	Caus.
Tuesday 5	Caus.
Wednesday 6	Caus.
Thursday 7	{ The Third Seal.— Mtns. and causes.
Friday 8	Ptns. & caus.
Saturday 9	Sht. caus. & caus.
Monday 11	Caus.
Tuesday 12	Caus.
Wednesday 13	Caus.
Thursday 14	{ The Fourth Seal.— Mtns. & caus.
Friday 15	Ptns. & caus.
Saturday 16	Sht. caus. & caus.
Monday 18	Caus.
Tuesday 19	Caus.
Wednesday 20	Caus.
Thursday 21	Caus.
Friday 22	Caus.
Saturday 23	{ The Fifth Seal.— Mtns. and causes.
Monday 25	General Ptn. Day.

N.B.—At the sittings after Trinity Term, the Vice-Chancellor will hear further considerations in priority to original causes. Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

The Courts will not sit after the 4th day of August.

Queen's Bench.

This Court will, on Tuesday, the 14th day of June instant, and the two following days, and also on Wednesday, the 22nd day of June instant, and the two following days, hold sittings, and will proceed in disposing of the cases in the new trial, special, and crown papers, and any other matters then pending; and will also hold a sitting on Monday, the 4th day of July next, for the purpose of giving judgments only.

The Court will sit in Banco in the Bail Court during the last four days of the term, and a list of selected cases will be taken.

Exchequer of Pleas.

Sittings at Nisi Prius in Middlesex and London, before the Right Honourable Sir FREDERICK POLLOCK, Knight, Lord Chief Baron of Her Majesty's Court of Exchequer, after Hilary Term, 1864.

MIDDLESEX.

Inland Revenue and Common Juries.

Tuesday, June 14.

Special Juries and Common Juries.

Wednesday, June 15, to Saturday, June 25, daily.

LONDON.

Special Juries and Common Juries.

Monday, June 27, to Monday, July 11, daily.

The Court will sit at ten o'clock each day. A second court will sit for the trial of causes when necessary.

priority to original causes. Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing.

V. C. Sir W. P. WOOD.
Lincoln's Inn.

Tuesday June 21	{ The First Seal.— Mtns. & gen. pa.
Wednesday 22	General paper.
Thursday 23	General paper.
Friday 24	Ptns., sht. caus., & general paper.
Saturday 25	General paper.
Monday 27	General paper.
Tuesday 28	General paper.
Wednesday 29	General paper.
Thursday 30	{ The Second Seal.— Mtns. & gen. pa.
Friday, July 1	General paper.
Saturday 2	Ptns., sht. caus., & general paper.
Monday 4	General paper.
Tuesday 5	General paper.
Wednesday 6	General paper.
Thursday 7	{ The Third Seal.— Mtns. & gen. pa.
Friday 8	General paper.
Saturday 9	Ptns., sht. caus., & general paper.
Monday 11	General paper.
Tuesday 12	General paper.
Wednesday 13	General paper.
Thursday 14	{ The Fourth Seal.— Mtns. & gen. pa.
Friday 15	General paper.
Saturday 16	Ptns., sht. caus., & general paper.
Monday 18	General paper.
Tuesday 19	General paper.
Wednesday 20	General paper.
Thursday 21	Ptns.
Friday 22	Remaining ptns. & general paper.
Saturday 23	{ The Fifth Seal.— Motions.

N.B.—At these sittings the Vice-Chancellor will hear such further considerations as are in the printed list in priority to original causes, and after the fifth seal motions and remaining petitions only will be heard. Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

COURTS OF COMMON LAW AND CHANCERY COMMISSION.—On the motion of Mr. George, M.P., a return has been made to the House of Commons of the number of meetings held by the commissioners in London and Dublin respectively, and of the names of the commissioners who attended each meeting, by which it appears that the English commissioners held nine meetings, the Irish commissioners fifty, and both branches of the commission held five joint meetings in London. Of the nine meetings held by the English commissioners, the Master of the Rolls attended 7, and then resigned; Vice-Chancellor Sir W. Page Wood, 9; Sir W. Atherton, A.G., 3; Sir Roundell Palmer, S.G., 3; Hon. Mr. Justice Willes, 7; Sir Hugh McCalmont Cairns, Q.C., 2; George M. Giffard, Q.C., 4; Robert Bayly Follett, Q.C., 8. Of the 50 meetings held by the Irish commissioners, the Lord Justice of Appeal attended 38; Chief Justice Monahan, 28; Right Hon. Abraham Brewster, 31; Right Hon. Joseph Napier, 35; Right Hon. Thomas O'Hagan A.G., 23; James A. Lawson, S.G., 41; Richard J. T. Orpen, Esq., 44. Of the five joint meetings held in London, the Master of the Rolls attended all; Mr. Brewster, all; Mr. Napier, 4; Vice-Chancellor Wood, 3; Mr. Justice Willes, all; Mr. Baron Hughes, 4; Sir W. Atherton, 1; Mr. O'Hagan, all; Mr. Lawson, all; Sir Hugh Cairns, 1; Mr. Follett, 4; and Mr. Orpen, all.

NEW FIRE INSURANCE DUTY.—As there has been considerable doubt in the minds of insurers about certain articles supposed to constitute stock-in-trade, a list of such was submitted to the Commissioners of Inland Revenue, who decided that the following duties should be levied on the undermentioned articles—viz., 3s. per cent. on furniture in hotels, lodging-houses, and boarding-schools; do. of offices and counting-houses; do. of private lunatic asylums; rolling stock of railway companies; stores and stock of do.; stationary, books, and fittings of offices of do.; horses and carriages kept by solicitors, auctioneers, and surveyors, &c., in the country, required by them for professional purposes; carts, horses, and harness of traders used for the conveyance and delivery of goods bought or sold; carriers' horses, carts, harness, and fodder; carriages, horses, and harness, let out for hire, by livery-stable keepers; cabs, horses, and harness; omnibuses and public carriages, &c.; hearses, horses, and harness; cows, and their fodder, the property of a dairyman; public-houses, the property of brewers, and let by them; buildings of wharfers; houses built for the purpose of sale, but which, on completion, if not sold, are temporarily let and occupied until sold; civil engineers, &c., instruments required by them, theodolites, &c.; books, &c., in circulating libraries; goods entrusted to jewellers for repairs, or to laundresses; ships in port; do. in the hands of a broker for sale; do. in course of repair; do. in other circumstances. And 1s. 6d. per cent. on ships in course of construction; machinery in mills, &c., whether belonging to the landlord or not, such machinery being used for the purpose of a manufacture; plate glass in shop fronts, and in cases for exhibition of goods for sale; brickmakers, fuel for use, and not for sale.

A detailed account of the *cause célèbre* of *Young v. Fernie* will be found in the *Weekly Reporter* this week.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BELL—On June 2, at Grosvenor-hill, Wimbledon, the wife of John D. Bell, Esq., Barrister-at-Law, of a daughter.
JONES—On June 1, at 8, Leinster-gardens, Hyde-park, the wife of W. S. Jones, Esq., Barrister-at-Law, of a son.
WOODHAM—On June 4, at Winchester, the wife of T. B. Woodham, Esq., Solicitor, of a son.

MARRIAGE.

ADAMS—COBB—On June 1, at the parish church, Kensington, the Hon. Chief Justice Adams, of Her Majesty's Colony of Hongkong, to Ellen Williams, eldest daughter of Edward Cobb, Esq., of Kensington.

DEATHS.

ALDRIDGE—On May 23, at Horsham, Sussex, of dropsy, Mr. Charles Aldridge, late of 37, Finsbury-pavement, in his 39th year.
CROSBLEY—On June 4, aged 37, John Crosbley, of Scalfcliffe, Lancashire, Esq., M.A. Barrister-at-Law, Magistrate and Deputy Lieutenant for the county palatine of Lancaster, and also for the West Riding of Yorkshire.
HODGKINSON—On June 7, at 19, Carlton-hill, Sarah Dinah, wife of Edward Hodgkinson, Esq., Solicitor, Little Tower-street, aged 45.
SENIOR—On June 4, at 13, Hyde-park-gate, Kensington-gore, Nassau William Senior, Esq., late one of the Masters of the High Court of Chancery, aged 73.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BAIGTMOORE, ROBERT, Sheffield, Merchant, deceased. £20 5s. 1d. Reduced £3 per Cent. Annuities.—Claimed by Robert Mitchell, surviving executor.

CARTER, JOHN, Henley-on-Thames, Broker, deceased, and **THOMAS GUMM**, Fore-street, London, a minor. £50 7s. 6d. Consolidated £3 per Cent. Bank Annuities.—Claimed by Thomas Gumm, the survivor, now of age.
GOLD CHARLES EMILUS, Captain 60th Regiment, and **CHARLES TARBURN**, Gold, Bolton, Lancashire, Gent. £108 8s. Consolidated £3 per Cent. Annuities.—Claimed by said Charles E. Gold, Major-General, and Charles Y. Gold, Ensign 65th Regiment.
GREENWAY, EDWARD CROFT, Hon. East India Company, Madras. £100 Consolidated £3 per Cent. Annuities.—Claimed by Edward Kelynge Greenway, Administrator.
WHITES, JOSEPH, Anfield, Hants, Esq., and **MARY SCRUHAN CASWELL**, wife of Thomas Caswell, Esq., Cranbrook, Kent. £131 10s. New £3 per Cent. Annuities.—Claimed by said M. S. Caswell, widow, the survivor.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, June 3, 1864.

Hawkridge, Ben, & Godfrey Heathcote, Nottingham, Attorneys and Solicitors. May 31. By mutual consent.
Peacock, John, & Geo Russell Rogers, Lpool, Attorneys and Solicitors. May 16. By mutual consent.

Friendly Societies Dissolved.

FRIDAY, June 3, 1864.

Bisley, Gloucester—Bisley Schoolroom. May 26.
Brynmaur, Brecon—Ancient. June 1.
Cirencester—Traders' Society. June 1.
Edenbridge, Kent—Edenbridge. June 1.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, May 31, 1864.

Beaumont, Jas, Whetherby, York, Surgeon. Aug 1. Coates & Son, Whetherby.
East, Joseph, Abchurch-lane, Printer. July 9. Wilson & Co, Copthall-buildings, City.
Edmonds, Chas Joseph, Brown-st, Brynstone-sq, Victualler. July 8. Bartley, Somerset-st, Portman-sq.
Evans, Philip Wm, Southampton, Corn Merchant. July 18. Hickman, Southampton.
Joys, Danl, Scarthol, Lincoln, Gent. July 1. Tooke & Co, Bedford-row.
Knight, Geo, Southampton, Gent. Aug 1. Pontifex & West, St Andrew's-st, Holborn.
Langton, Thos, West Hill, Wandsworth. Sept 20. Nixon & Son, Cannon-st.
Northey, Wm Richd Hopkins, Wilton-cres, Belgrave-sq, Esq. July 10. Capron & Co, Saville-pl.
Pink, John, Ealing, Esq. July 11. Rhodes & Co, Chancery-lane.
Rathbone, Theodore Woolman, Allerton Priory, Lancaster. June 30. Loe & Co, Lpool.
Vaughan, Philip, Redland, Bristol, Esq. July 25. Osborne & Co, Bristol.
Vining, Mary, Clifton, Bristol, Widow. June 24. Hare & Wadham, Bristol.

FRIDAY, June 3, 1864.

Barker, Wm, Ferrensby, York, Farmer. July 18. Richardson, Knareborough.
Blackshaw, Thos, Marton, Chester, Innkeeper. Aug 6. Higginbotham & Barclay, Maclefield.
Borringham, Wm, Sothby, Lincoln, Farmer. July 1. Ingolby & Bell, Louth.
Brown, Edwd, Queen's-rd, Peckham, Licensed Victualler. June 30. Tebbes & Sons, Great Knightbridge-st.
Delaunay, Fredc Wm, Bradford, Architect. Sept 1. Rawson & Co, Bradford.
Elsworth, John, Sicklinghall, York, Farmer. Sept 1. Coates & Son, Wetherby.
Hassall, Wm, Clotton, Chester, Gent. July 20. Broadhurst, Nantwich.
Hughes, John, Leeds, Woollen Cloth Dealer. June 30. Chapman & Roberts, Manch.
Kelsey, Thos Hy, Brunswick-ter, Camberwell. July 26. Wilson & Co, Copthall-bids.
Kinloch, Dowager Dame Isabella, Eaton-pl, Belgrave-sq, Widow. July 16. Lever & Son, Bedford-row.
Mayo, Rev Richd, Peaxtol, Kent. July 10. Gorham & Warner, Tonbridge.
Orledge, Robt, Pitton, Somerset, Yeoman. Sept 29. Phipps & Mackay, Shepton Mallet.
Roake, Geo, Clarendon-rd, Kensington, Esq. Aug 1. Rye, Golden-sq.
Spiera, John Jewell, Regent-st, Westminster, Gent. July 4. Stephenson Gt Queen-st.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, May 31, 1864.

Bayley, Eliz, Guildford, Spinster. June 27. Newland & Stoeve, V.C. Kindersley.
Bloore, Thos, Stretton-under-Fosse, Warwick, Corn Factor. June 25. Bloore & Scotton, M.R.
Coventry, John, Pagoda-ter, Bermondsey, Gent. June 25. Coventry & Coventry, V.C. Kindersley.
Davenport, John Vernon, Kidagrove, Stafford, Surgeon. June 25. Davenport & Gater, M.R.
Healing, Joseph, Lpool, Pawnbroker. June 21. Jackson & Maddox, Lpool District of the Court of Chancery.
Hyde, John, Dukinfield, Chester, Cotton Spinner. June 28. Hyde & Hyde, M.R.
Macalpine, Christiana, Albert-ter, Knightsbridge, Widow. June 25. Dickens & Johnson, V.C. Kindersley.
Nicholson, Isaac, Keswick, Cumberland, Brewer. June 28. Harrison & Schibben, M.R.

Niemeyer, Grace, Frederick-st, Gray's-inn-rd, Widow. June 29. Atkins & Coater, M.R.
 Sharp, Geo, Lpool, Pawnbroker. June 21. Jackson & Sharp. Lpool District of the Court of Chancery.
 Smith, Timothy, Northallerton, York, Esq. June 28. Re Smith, M.R.

FRIDAY, June 3, 1864.

Berry, John, Chapel-st, Stockwell, Gent. June 30. McLeod & Sharpley, M.R.
 Fish, Hy, Blackburn, Cotton Waste Dealer. July 1. Fish & Woods, M.R.
 Gerish, Francis Wm, East-rd, City-rd, Engineer. July 4. Newby & Gerish, V.C. Stuart.
 Hodgson, Jas, Wilderspool, Chester, Gent. June 24. Hodgson & Holmes, M.R.
 Jones, Wm, Bedwelty, Monmouth, Colliery Agent. July 1. Morris & Jones, M.R.
 Pattle, Wm, Woodford, Essex. June 28. Infant Orphan Asylum & Fletcher, M.R.
 Roberts, Betty, Delph, York, Spinster. July 1. Ellis & Kershaw, M.R.
 Sheffield, Thos, Mount Flori, Salop, Brickmaker. July 1. Sheffield & Badger, M.R.
 Tomkin, Sir Warwick Hele, Teignmouth, Devon. June 21. Thompson & Templer, and Bartlett & Templer, V.C. Kindersley.
 Vaughan, Wilmot Hy, Stourbridge, Worcester, Esq. July 1. Farlow & Windsor, M.R.
 Wickens, Jas, Oxford, Wine Merchant. July 1. Carr & Seckham, V.C. Stuart.

Assignments for Benefit of Creditors.

TUESDAY, May 31, 1864.

Fenton, John Hancock, Spalding, Lincoln, Grocer. May 12. Harvey & Cartwright, Spalding.
 Laupman, Alex, Lpool. Feb 13. Gregory, Lpool.
 Robinson, John Thos, Dns, Norfolk, Linnendraper. May 7. Sole & Co, Aldermanbury.

FRIDAY, June 3, 1864.

Collier, Wm, Reading, Grocer. May 24. Beale, Reading.
 Cooke, Isaac, Clenchwarton, Norfolk, Farmer. April 28. Wright & Bonner, London-st.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, May 31, 1864.

Ablett, Wm, Wood-st, London, Comm Agent. May 26. Comp. Reg May 27.
 Borrow, Alfred Boreham, Hambledon, Southampton, Baker. May 12. Conv. Reg May 30.
 Bridgen, Joseph, Manich, Draughtsman. May 26. Asst. Reg May 30.
 Budge, Jas Thos, Bristol, Butcher. May 23. Comp. Reg May 28.
 Butterworth, Robt, Pinfold, Rochdale, Stonemason. May 2. Comp. Reg May 30.
 Campion, Wm, & Geo Wilson, Sneinton, Nottingham, Machine Builders. May 6. Conv. Reg May 30.
 Chaffey, Wm Tamlin, Keinton Mandeville, Somerset, Grocer. May 4. Conv. Reg May 31.
 Cocks, Hy, Uxbridge, Rope Maker. May 16. Comp. Reg May 27.
 Cook, Wm, Bradford, Woolstapler. May 12. Comp. Reg May 30.
 Cox, Geo, Nottingham, Livery Stable Keeper. May 4. Conv. Reg May 30.
 Coxon, John, Carlisle, Grocer. May 2. Asst. Reg May 30.
 Frankling, Saml, Suffikey, Norfolk, Miller. May 6. Asst. Reg May 31.
 Hall, Robt, Eardisley, Hereford, Spade Tree Maker. May 2. Conv. Reg May 28.
 Hamilton, Gerard Baillie, Bedford, Esq. May 10. Asst. Reg May 28.
 Hammond, Wm Fras, Carey-st, Lincoln's-inn-fields, Auctioneer. May 21. Arr. Reg May 30.
 Heyes, Wilfred, & Richd Heyes, Lpool, Boot Dealers. May 3. Comp. Reg May 28.
 Holgate, Saml, Brecknock-crescent, Camden-town, Dealer in Fancy Goods. May 4. Comp. Reg May 31.
 Ireland, Elizabeth, Barnstable, Devon, Widow, Upholstress. May 2. Conv. Reg May 30.
 Johnson, Hy, & Fredk Cooper, Duke-st, Middx, Builders. May 2. Comp. Reg May 30.
 King, Herbert, Grantham, Lincoln, Ironfounder. April 30. Asst. Reg May 28.
 Lee, Elizabeth, Stockport, Smallware Dealer. May 19. Asst. Reg May 31.
 Longhurst, Humfrey, Nottingham, Grocer. May 12. Conv. Reg May 30.
 Martin, Blott, Lpool, Oil and Colourman. May 4. Comp. Reg May 31.
 Poole, John, Nottingham, Beerseller. April 30. Comp. Reg May 27.
 Pritchett, Edwd, Hastings, Hosier. May 2. Asst. Reg May 28.
 Redgate, Herbert, Nottingham, Lace Manufacturer. May 16. Conv. Reg May 28.
 Saul, Stephen, jun, Bulwell, Nottingham, Match Manufacturer. May 26. Comp. Reg May 30.
 Thomson, John Gray, Manch, Agent. May 4. Conv. Reg May 30.
 Watson, John Percival, Lime-st, London, Merchant. May 13. Comp. Reg May 30.
 Watson, Richd Llandaff, Millmay-rd, Stoke Newington, Merchant's Clerk. May 21. Arr. Reg May 31.

FRIDAY, June 3, 1864.

Abrahams, Solomon, Middlesex-st, Whitechapel, Grocer. May 11. Comp. Reg June 2.
 Barnett, Bennett, Burlington-gardens, Old Bond-st, Picture Dealer. June 1. Comp. Reg June 3.
 Berisford, Jas, Congleton, Chester, Ribbon Manufacturer. May 11. Inspectorship. Reg June 2.
 Boothroyd, Wm, Halifax, Bobbin Manufacturer. May 14. Conv. Reg June 2.
 Cliffe, Wm, Brecknock-crescent, Camden Town, Dealer in Fancy Goods. June 2. Comp. Reg June 3.
 Evans, David, Glamorgan, Grocer. May 13. Conv. Reg June 2.
 Fisher, Thos, Birm, Axle Tree Manufacturer. May 6. Conv. Reg June 2.
 Fletcher, Hy, & Wm Miller, Portsea, Hardwareman. May 5. Conv. Reg June 1.
 Foxton, Richd, Rochdale, Cheesemonger. May 6. Conv. Reg June 2.
 Fuller, John, Aldermanbury, Mantle Manufacturer. May 9. Conv. Reg June 1.

Funk, Nicholas, Newcastle-st, Whitechapel, Trimming Manufacturer. May 28. Comp. Reg June 1.
 Gant, Wm Teley, Bradford, Draper. May 6. Asst. Reg June 2.
 Gunn, John, Chesterfield, Derby, Tailor. May 19. Conv. Reg June 2.
 Hall, Fras Geo, Newbury, Berks, Chemist. May 28. Comp. Reg May 31.
 Harris, Frank, Bucklersbury, Merchant. May 5. Asst. Reg June 2.
 Harris, Wm, Lincoln's-inn-fields, Gent. May 5. Comp. Reg June 2.
 Hill, Jas, Chard, Somerset, Coal Merchant. May 26. Comp. Reg May 31.
 Hogg, Walter, Houghton-le Spring, Durham, Druggist. May 4. Comp. Reg May 31.
 Hyslop, Saml, Newcastle-under-Lyne, Draper. May 9. Conv. Reg June 1.
 Kialmark, Geo Wm Bryant, Princes-sq, Bayswater, Cement Agent. May 27. Comp. Reg June 2.
 Macklin, Cornelius, Gloucester-ter, Bethnal-green, Trimming Manufacturer. May 11. Comp. Reg June 2.
 Marriott, Alf, & Richard Brighton, Manch, General Warehouseman. May 6. Conv. Reg June 2.
 Marshall, Noah, Caledonian-rd, King's-cross, Plumber. Jan 11. Conv. Reg May 31.
 Martin, Chas, Manch, Shopkeeper. May 24. Conv. Reg June 2.
 Mill, John, Gray's-inn-rd, Author. May 30. Comp. Reg June 1.
 Neville, Thos, Aston New Town, Warwick, Baker. May 19. Comp. Reg June 2.
 Oxley, Joseph, Church-st, Shoreditch, Eating-house Keeper. May 27. Comp. Reg June 1.
 Peacock, Geo, York, Bookseller. May 7. Conv. Reg May 31.
 Pearce, Wm, Chenes-pl, Old St. Pancras-rd, Baker. May 11. Comp. Reg June 2.
 Pickett, Hy, Tonbridge Wells, Ironmonger. June 2. Comp. Reg June 3.
 Read, Isaac, & Jas Read, Sheffield, Scissor Manufacturer. May 6. Conv. Reg June 3.
 Read, John, Southsea, Carpenter. May 30. Conv. Reg June 2.
 Riley, Edmund, County Brook, Lancaster, Mordant Manufacturer. May 11. Inspectorship. Reg June 1.
 Sertain, Thos Hopkins, Guildford, Clothier. May 5. Comp. Reg June 1.
 Stansfield, Joseph, Waterfoot, nr Newchurch, Lancaster, Woolstapler. May 17. Comp. Reg June 1.
 Steere, Wm, Nottingham, Hosier. May 9. Conv. Reg June 3.
 Walker, Robt Flettingwood, Gt Tower-st, Commission Agent. May 4. Comp. Reg June 1.
 Watts, Jesse, Bedford, Boot Maker. May 5. Comp. Reg June 1.
 Wilson, Jas, & Alfred Wilson, Nottingham, Hosiers. April 30. Comp. Reg May 31.
 Wilson, John, Norton, York, Wheelwright. May 9. Conv. Reg June 2.

Bankrupts.

TUESDAY, May 31, 1864.

To Surrender in London.

Bourne, Chas, Beddington Corner, Surrey, Corn Dealer. Pet May 24. June 13 at 11. Hill, Basinghall-st.
 Chatting, Wm, North-st Wandsworth, Comm Agent. Pet May 23. June 21 at 11. Le Bond & Co, New Bridge-st.
 Cheeseman, Geo, Chessington, Surrey, Carpenter. Pet May 26. June 11 at 11. Cooper, St Martin's-lane.
 Clifton, Joseph, Bridport-pl, Hoxton, Shopman to a Draper. Pet May 26. June 21 at 11. Chandler, Bucklersbury.
 Collins, Fredk, Author-ter, Stoke Newington, Monetary Agent. Pet May 28 (for pau). June 13 at 12. Aldridge.
 Crane, Geo, St Catherine's-rd, Shepherd's-bush, no occupation. Pet May 28 (for pau). June 11 at 12. Aldridge.
 Cugnoni, Jas Horton Robt, Clarendon-sq, Somers-town, Assistant to a Surgeon. Pet May 26 (for pau). June 14 at 11. Aldridge.
 Exley, John, Mark-lane, Flour Factor. Pet May 27. June 14 at 12. G. & W. Webb, Austin-frirs.
 Flintoff, Geo, Strand, Gas Engineer. Pet May 28 (for pau). June 13 at 12. Aldridge.
 Freeman, Fredk Wm, Wimborne Minster, Solicitor. Pet May 27. June 14 at 12. Lozell & Co, Gray's-inn.
 Gardner, Maria Ann, Harrison-st, Gray's-inn-rd, Dealer in Fancy Goods, Spinster. Pet May 30. June 11 at 12. Kersey, Gracechurch-st.
 Grove, Wm Barnes, Ilford, Essex, Printer. Pet May 24. June 13 at 11. Lewis & Lewis, Ely-pl.
 Newall, Jas Benj, Sloane-st, Knightsbridge, Ironmonger. Pet May 27. June 11 at 12. Wild & Barber, Ironmonger-lane.
 Pope, Geo, Finchley-common, Middx, Carpenter. Pet May 28. June 14 at 1. Denton & Hall, Gray's-inn-sq.
 Pullen, Wm, Maddon-rd, Kentish-town, House Agent. Pet May 26 (for pau). June 11 at 11. Aldridge.
 Richards, Wm, Crawford-passage, Farringdon-rd, Gas Metre Manufacturer. Pet May 27. June 11 at 12. Lawrance & Co, Old Jewry.
 Shaw, Jas Campbell, Southampton, Marine Store Dealer. Pet May 28. June 13 at 12. Paterson & Son, Bouverie-st, and Mackey, Southampton.
 Sheather, Wm, Cross-st, Kennington-pk, Corn Chandler. Pet May 27. June 11 at 12. Lepard & Gammon, Cloak-lane.
 Hambidge, Wm Chas, King's-rd West, Chelsea, Baker. Pet May 26. June 21 at 11. Silvester, Gt Dover-st.
 Harrington, Wm, Arthur-st, Camden-town, Licensed Victualler. Pet May 26. June 14 at 11. Angell, Guildhall-yd.
 Larmuth, Alfred Wm, Spencer-st, Goswell-rd, Appraiser. Pet May 27. June 14 at 12. Lay, Poultry.
 Marchant, Wm, Wallington-pl, Wandsworth-rd, Baker. Pet May 20. June 21 at 11. Halse & Co, Cheap-side.
 Meallin, Walter Geo Jolliffe, South-pl, Kennington-park, Wine and Spirit Merchant. Pet May 27. June 14 at 12. Waring, Poultry.
 Strund, Robt, Hammersmith, Outfitter. Pet May 27. June 14 at 12. Ashurst & Co, Old Jewry.
 Sullivan, Michl, Blue Anchor-ct, Westminster, General Dealer. Pet May 24. June 11 at 11. Pitman, Upper Stamford-st.
 Taylor, John, Hope-cottage, Walcot-sq, Fried Fish Seller. Pet May 27. June 13 at 11. Buckley, King William-st.
 Tubb, Eliz, Uxbridge-gdns, Bayswater-rd, Widow. Pet May 26 (for pau). June 14 at 11. Aldridge.
 Wells, Ezra, Orange-row, Kennington-rd, Flour Factor. Pet May 26. June 14 at 11. Neale, Canterbury-rd.
 Wells, Jas, Paternoster-ter, Camberwell, Grocer. Pet May 23. June 13 at 11. Matthews & Co, Leadenhall-st.

Williamson, John Austin, Norwich, Corn Merchant. Pet May 21. June 14 at 1. Sole & Co, Aldermanbury.
 Wimbie, John, Dartmouth-st, Westminster, Coffee-house Keeper. Pet May 25. June 1 at 12. Marshall, Hatton-garden.
 Yallop, Rowland, Onest-ter, Paddington, Attorney. Pet May 23. June 14 at 2. Henderson, Leadenhall-st.

To Surrender in the Country.

Baker, Edmund Joseph, Cardiff, Tailor. Pet May 20. Bristol, June 10 at 11. Watkins, Bristol.
 Badger, Walter John, Sheffield, Table Blade Forger. Pet May 27. Sheffield, June 15 at 1. Mickelthwaite, Sheffield.
 Black, Jas Hind, Flint, Coal Master. Pet May 28. Lpool, June 17 at 11. Evans & Co, Lpool.
 Blunden, Geo, Arundel, Land Surveyor. Pet May 26. Arundel, June 13 at 10. Lamb, Brighton.
 Casey, Thos Page, Ferry Bridge, York, Captain in the Royal Marines. Pet May 27. Leeds, June 22 at 11. Bond & Barwick, Leeds.
 Coates, Wm, jun, Bradford, Dealer in Music. Pet May 13 (for pau). Huddersfield, June 6 at 10.
 Cobb, Frederic Goulder, Norwich, Baker. Pet May 27. Norwich, June 10 at 11. Miller, Norwich.
 Dawson, Wm Preston, Birkenhead, Coal Merchant. Pet May 27. Lpool, June 17 at 11. Moore, Birkenhead.
 Diddridge, Chas, Crews, Chester, Shoemaker. Pet May 26. Nantwich, June 16 at 10. Salt, Tunstall.
 Dilks, Geo, Ripley, Derby, Hairdresser. Pet May 25. Alfreton, June 11 at 11. Fox, Ashbourne.
 Duckett, John, Longcott, Berks, Beerseller. Pet May 26. Faringdon, June 14 at 12. Lovett, Cricklade.
 Eastwood, Wm, Huddersfield, Carrier. Pet May 13 (for pau). Huddersfield, June 16 at 10.
 Evans, Josiah, Willenhall, Stafford, Key Stamper. Pet May 27. Wolverhampton, June 14 at 12. Thurstons, Wolverhampton.
 Ferrer, John, Wolverhampton, Cordwainer. Pet May 27. Wolverhampton, June 14 at 12. Langman, Wolverhampton.
 Fogg, Wm, Snitterby, Lincoln, Shoemaker. Pet May 27. Market Rasen, June 9 at 11. Brown & Son, Lincoln.
 Forber, Wm, St Helen's, Lancaster, Bricklayer. Pet May 26. St Helen's, June 10 at 11. Haddock, St Helens.
 Gleave, Herbert, Pateley, Wm Fletcher, Lpool, Painters. Pet May 23. Lpool, June 13 at 11. Watson & Son, Lpool.
 Hare, Wm Martin, Kingston-upon-Hull, Smack Owner. Adj May 16. Kingston-upon-Hull, June 15 at 12.
 Hickman, Thos, Kingston-upon-Hull, Butcher. Adj May 16. Kingston-upon-Hull, June 15 at 12.
 Holden, Luke, Burnley, Lancaster, out of business. Pet May 27 (for pau). Lancaster, June 10 at 12. Gardner, Manchester.
 Holroyd, Joseph, Accrington, Lancaster, Blacksmith. Pet May 24. Manx, June 17 at 12. Cobbett & Wheeler, Manx.
 Horgan, Patrick Bernard, Royal Naval Hospital, a Senior Dispenser. Pet April 12. East Stonehouse, June 15 at 11. Edmonds & Sons, Plymouth.
 Huntingdon, Edwd, Southport, Lancaster, Slater. Pet May 30. Lpool, June 17 at 12. Pemberton, Lpool.
 Jones, Robt Barratt, Brampton, Derby, Grocer. Adj May 16. Chesterfield, June 14 at 11. Busby, Chesterfield.
 Kemp, Robt Boston, Bridlington Quay, York, Tailor. Pet May 25. Leeds, June 15 at 12. Richardson, Bridlington.
 Lewis, Fredk, Glamorgan, Assistant to a Surgeon. Pet April 18. Swansea, June 9 at 2. Tripp, Swansea.
 Logan, Wm, Lpool, Bookkeeper. Pet May 25. Lpool, June 10 at 11. Henry, Lpool.
 Lord, Alfred, Blackburn, Lancaster, Porter. Pet May 27 (for pau). Lancaster, June 10 at 12. Gardner, Manx.
 Markow, Jas Isaac, Kingston-upon-Hull, Fish Merchant. Adj May 16. Leeds, June 15 at 12. Jones, New-inn, Strand.
 Marshall, Edwd, Leicester, Hotel Keeper. Pet May 28. Birn, June 11 at 11. Jones, New-inn, Strand.
 Mullins, Jas, Lpool, Grocer. Pet May 19. Lpool, June 13 at 11. Evans & Co, Lpool.
 Newton, Mary Anne, Leigh, Worcester, Farmer, Spinster. Pet May 30. Birn, June 17 at 12. East, Birn.
 Newton, Sarah El, 24 Caroline, Leigh, Worcester, Farmer, Spinster. Pet May 30. Birn, June 17 at 12. East, Birn.
 Phillips, Chas Train, Brighton, Coach Maker. Pet May 28. Brighton, June 16 at 11. Hudson, Brighton.
 Reeves, Edwd Tanner, York, Horse Dealer. Pet May 28. York, June 15 at 11. Mason, York.
 Roberts, Thos, Newhouse, Salop, out of business. Pet May 27. Bishops Castle, June 17 at 12. Jones, Newtown.
 Robertson, Robt, Garston, nr Lpool, out of business. Pet May 27 (for pau). Lancaster, June 10 at 12. Gardner, Manx.
 Smith, Thos, Dittisham, Devon, Innkeeper. Pet May 27. Totnes, June 11 at 12. Kellock, Totnes.
 Sencer, Fredk, Sheffield, Powder Flask Manufacturer. Pet May 25. June 15 at 1. Broadbent, Sheffield.
 Starkie, Hy, Manx, out of business. Pet May 27 (for pau). Lancaster, June 10 at 12. Gardner, Manx.
 Stoneman, John, Zeal Monachorum, Devon, Labourer. Pet May 26. Crediton, June 13 at 11. Locomore, Tiverton.
 Tappin, Edwd, Shorham, Essex, Coal Merchant. Pet May 25. Brighton, June 15 at 11. Lamb, Brighton.
 Tilley, Hy, Rushmore, nr Manx, Comm Traveller. Pet May 28. Manx, June 20 at 9.30. Livett, Manx.
 Thomas, Jas, Broxtown, Chester, Labourer. Pet May 26. Chester, June 11 at 12. Eastgate, Chester.
 Turley, Eliz, Shudehill, Manx, Shopkeeper, Widow. Adj May 13. Manx, June 20 at 9.30. Swan, Manx.
 Watts, Richd, King's Lynn, Grocer. Pet May 26. King's Lynn, June 16 at 11. Ward, King's Lynn.
 Whittington, John, Hamoor, nr Sheffield, File Manager. Pet May 26. Sheffield, June 15 at 1. Broadbent, Sheffield.
 Williams, John, Bedminster, Chimney Sweep. Adj April 8. Bristol, June 10 at 12.

FRIDAY, June 3, 1864.

To Surrender in London.

Brough, Anthony, Gt Tower-st, General Merchant. Pet May 23. June 14 at 12. Hewell, Chapsdale.

Carter, Saml, Fenstanton, Huntingdon, Corn Merchant. Pet May 30. June 14 at 11. Lawrence & Co, Old Jewry-chambers.
 Cottol, John, Fisherton Anger, Wilts, Builder. Pet May 23. June 13 at 2. Whatman, Salisbury.
 Dalton, Mary Ann, Frederick's-pl, Westminster-rd, Widow. Pet May 26. June 13 at 12. Buchanan, Basinghall-st.
 Dillon, Nicholas, Gerrard-st, Soho, Assistant to a Printer. Pet June 1. June 14 at 12. Greenwood, Chancery-lane.
 Ellis, Geo Richd, Kinggate-st, Holborn, House Decorator. Pet May 30. June 21 at 11. Evans, John-st.
 Gritton, Eleanor Eliz, Kingston-upon-Thames, Spinster, Schoolmistress. Pet May 28. June 13 at 1. Olive, Lincoln's-inn-fields.
 Harris, John, Wood-st, Cheapside, Envelope Manufacturer. Pet May 28. June 13 at 1. Marsden, Walbrook.
 Hill, Jas, Twickenham-common, Middlx, Grocer. Pet June 1. June 13 at 2. Drew, New Basinghall-st.
 Hopkins, Thos Adams, Myrtle-cottages, South Hackney, Clerk. Pet May 28. June 14 at 11. Beard, Basinghall-st.
 Hutchins, Saml, Kensal New-town, Bootmaker. Pet June 1. June 21 at 12. Hope, Ely-pl.
 Isaacs, Isaac, Albany-rd, Camberwell, Barman. Pet May 31 (for pau). June 21 at 12. Aldridge.
 Jenkins, Wm Robt, Horsemyr-rd, Plumber. Pet May 31 (for pau). June 14 at 12. Aldridge.
 Kalisher, Marks, City-rd, Clothier. Pet May 23. June 14 at 12. Huson & Parker, King-st, Cheapside.
 Kendall, Charles, High-st, Bromley-by-Bow, Commercial Traveller. Pet May 30. June 14 at 12. Wood & Ring, Basinghall-st.
 Korn, Geo, Eaden-pl, Old Kent-rd, Journeyman Baker. Pet May 31 (for pau). June 21 at 12. Aldridge.
 Mann, Saml, Brunswick-st, Southwark, Comm Agent. Pet June 1. June 21 at 12. Hill, Basinghall-st.
 Munch, Fredk, Kingston-upon-Thames, Grocer. Pet May 30. June 13 at 2. Marshall, Hatton-garden.
 Nesbitt, David, Basingstoke, Boot Maker. Pet May 31. June 13 at 1. Lott, Parliament-st.
 North, Geo, Collier-st, Pentonville, out of business. Pet May 30. June 13 at 11. Bartley, Buckersbury.
 Osborne, Thos Saml, Linton-st, New North-rd, Islington, Wholesale Miller. Pet June 1. June 14 at 11. Buchanan, Basinghall-st.
 Parr, Francis, Bethnal-green-road, out of business. Pet May 28. June 13 at 1. Beard, Basinghall-st.
 Stannard, Wm, Ipswich, Baker. Pet May 27. June 13 at 1. Satchell, Queen-st, Cheapside.
 Tubb, Sophia, Spinster, Uxbridge-gardens, Bayswater-rd. Pet June 1 (for pau). June 21 at 12. Aldridge.
 Wacogne, Jas Julius, Darnley rd, Hackney, Commercial Clerk. Pet May 31. June 14 at 11. French, Crutched-friars.
 Warner, Geo Erasmus, North-st, Cambridge-heath, Hackney, out of business. Pet May 31 (for pau). June 14 at 11. Aldridge.
 Wright, John Hy, Eastbourne-rd, Hyde-park, Registrar of Births and Deaths. Pet May 30. June 13 at 2. Lawrence & Co, Old Jewry-chambers.

To Surrender in the Country.

Booth, Wm, Hartshead Moor, York, Blacksmith. Pet May 31. Bradford, June 17 at 10. Green, Bradford.
 Bourne, Thos, Stoke St Milborough, Salop, Innkeeper. Pet May 18. Ludlow, June 15 at 11. Weyman, Ludlow.
 Caddick, Elisha, jun, Westbromwich, Stafford, Ale Dealer. Pet June 2. Birn, June 24 at 12. Hodgson & Son, Birn.
 Clegg, Matthew, & Benj Clegg, Batley, York, Rag Dealers. Pet May 28. Leeds, June 22 at 11. Granger, Leeds.
 Clifton, Lawrence, Reddall Hill, Stafford, Grocer. Pet May 24. Dudley, June 16 at 11. Homer, Brerley-hill.
 Collins, Geo Thos, Haywardsfield, nr Stonehouse, Gloucester, Brick Maker. Pet May 31. Bristol, June 14 at 11. Biltan & Son, Bristol.
 Cross, John, Wymondham, Norfolk, Butcher. Pet May 27. Wymondham, June 24 at 3. Bailey & Howlett, Wymondham.
 Duvage, Chas, Sheffield, Boot Dealer. Adj May 13. Leeds, June 16 at 11. Flower, John, Lower Broughton, Lancaster, Solicitor. Pet May 31. Manx, June 14 at 12. Gardner, Manx.
 Forsdale, Caleb, sen, Framingham, Suffolk, Coach Builder. Pet May 30. Framingham, June 16 at 2. Shafro, Framingham.
 Foulds, Wm, Woodhouse Eaves, Leicester, Shoe Maker. Pet May 30. Loughborough, June 15 at 11. Goode, Loughborough.
 Griffiths, John, Dudley, Worcester, Coal Miner. Pet May 26. Dudley, June 9 at 11. Boddington, Dudley.
 Hanson, John, Metheringham, Lincoln, Hawker. Pet May 31. Lincoln, June 15 at 11. Brown & Son, Lincoln.
 Harris, Wm, Southampton, Butcher. Pet June 1. Southampton, June 13 at 12. Mackey, Southampton.
 Harris, Wm, jun, Bristol, Boot Manufacturer. Pet May 30. Bristol, June 14 at 11. Golden, Bristol.
 Hird, Benj Squire, Leeds, Waste Dealer. Pet June 1. Leeds, June 15 at 11. Clarke, Leeds.
 Hodges, Jas, Oddington, Gloucester, Innkeeper. Pet May 28. Stow, June 17 at 11. Kilby, Banbury.
 Hutton, Chas, Sheffield, Beerhouse-keeper. Pet May 30. Sheffield, June 16 at 11. Mickelthwaite, Sheffield.
 Jackson, James Bunting, Leicester, Druggist. Pet May 25. Birn, June 29 at 11. Hodgson & Son, Birn.
 Jacobs, Myer, Birn, Pawnbroker. Pet May 30. Birn, June 13 at 12. East, Birn.
 Johnson, Isaac, Haxby, nr York, Corn Dealer. Adj May 13. York, June 11 at 11.
 Jones, Roger Wm, Lloc, nr Holywell, Flint, Grocer. Pet May 17. Lpool, June 14 at 11. Evans & Co, Lpool.
 Loof, Hy Wm, Tonbridge Wells, Photographer. Pet June 1. Tonbridge Wells, June 17 at 11. Hals & Co, Tonbridge Wells.
 Lyster, Wm, Oxford, Agent to a Brewer. Adj May 23. Oxford, June 13 at 10.
 Mcflood, Wm, Birn, Shoe Manufacturer. Pet May 30. Birn, June 13 at 12. Parry, Birn.
 Moore, Wm Chas, Halifax, Innkeeper. Pet May 31. Halifax, June 23 at 12. Storey, Halifax.
 Nutt, Joseph, Cowley, Oxford, Painter. Adj May 23. Oxford, June 13 at 10.
 Price, Richd Edmund, Summar-hill, Flint, Farmer. Pet June 1. Lpool, June 16 at 12. Davies, Holywell.

Proctor, Thos, St Helen's, Lancaster, Currier. Pet June 1. Lpool, June 14 at 11. Worship, Lpool.
 Richards, Hy, Birm, Manager to a Retail Brewer. Pet May 28. Birm, June 13 at 12. Parry, Birm.
 Robinson, Jas, Stanwix, Cumberland, Cattle Dealer. Pet May 30. Carlisle, June 15 at 11. Wright, Carlisle.
 Roberts, Wm, Bedford, Bricklayer. Pet May 20. Bedford, June 13 at 12. Conquest & Stimson, Bedford.
 Rushton, Herbert, Uttoxeter, Stafford, Horse Breaker. Pet May 31. Uttoxeter, June 15 at 10. Bagshaw, Jun.
 Sedgwick, Jas, Chesterfield, Derby, Tinman. Pet May 30. Chesterfield, June 16 at 11. Gratton, Chesterfield.
 Shaw, David, Oxtou, Chester, Gent. Pet June 2. Lpool, June 17 at 12. Best, Lpool.
 St John, Geo Fredk Berkeley, Walcot, Bath, late a Major in 52nd Regiment. Pet May 27. Bath, June 16 at 11. Wilton, Bath.
 Taylor, John, sen, Bolingbroke, Lincoln, Bricklayer. Pet May 31. Spilsby, June 14 at 11. York, Boston.
 Tidman, Alfred, Aston, Warwick, Railway Clerk. Pet June 1. Birm, June 17 at 12. Allen, Birm.
 Thompson, Wm, Coventry, Watch Manufacturer. Pet June 1. Birm, June 20 at 12. Sargent, Birm.
 Todd, Francis, Sheffield, Licensed Victualler. Adj May 13. Sheffield, June 15 at 1.
 Vernon, John, Nuneaton, Warwick, Cordwainer. Pet May 28. Nuneaton, June 18 at 10. Estlin, Nuneaton.
 Wheeler, Robt, Stow-on-the-Wold, Gloucester, Beerhouse Keeper. Pet May 28. Stow, June 17 at 11. Kilby, Banbury.
 Wilkinson, Thos, Jump, nr Barnsley, Wheelwright. Pet June 1. Barnsley, June 30 at 10. Barratt, Wakefield.
 Wendon, John Guyon, Earl's Colne, Essex, Tailor. Pet May 30 (for pau). Halstead, June 15 at 9.30. Cardinal, Halstead.

BANKRUPTCIES ANNULLED.

TUESDAY, May 31, 1864.

Taylor, Geo Cortland Buller, Cavalry Barracks, Canterbury, Lieut. H. M. 19th Hussars. May 28.

Radclyffe, Hubert Deline, Brighton, late Capt. H. M. Army. May 30.

Scried Sequestrations.

TUESDAY, May 31, 1864.

Bryson, John, Glasgow, Boot Manufacturer. Seq May 26. Meeting, June 4 at 11, Faculty Hall, Glasgow.
 Crocket, Chas, & Co, Dundee, Grocers. Seq May 28. Meeting, June 8 at 12, British Hotel, Dundee.
 Forster, Robt Dewey, Ffindrassie, nr Elgin, Esq. Seq May 26. Meeting, June 7 at 11, Gordon Arms Hotel, Elgin.
 Haldane, Andrew, Standhill, Roxburgh, Farmer. Seq May 26. Meeting, June 6 at 1, Tower Hotel, Hawick.
 Hoger, Jas, Edinburgh, Haircutter. Seq May 27. Meeting, June 6 at 2, Lyon & Turnbull's Rooms, Edinburgh.
 Love, Maurice, Glasgow, Commission Agent. Seq May 27. Meeting, June 7 at 12, Faculty Hall, Glasgow.
 Ritchie, Jas, Glasgow, Potatoe Merchant. Seq May 27. Meeting, June 10 at 12, Faculty Hall, Glasgow.

FRIDAY, June 3, 1864.

M'Cracken, Robt, Glasgow, Messenger-at-Arms. Seq May 30. Meeting, June 7 at 12, Faculty Hall, Glasgow.
 M'Nicol, John, Glasgow, Spirit Merchant. Seq May 30. Meeting, June 9 at 12, Faculty Hall, Glasgow.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 2.—By Mr. W. Moxon.

Freehold, Hurst House, with garden, grounds, stabling, &c., containing 3a. 2r. 15p, situate at Walton-on-Thames.—Sold for £3,500.
 Freehold, 3 houses, being Nos. 68, 69, and 70, Paradise-street, Rotherhithe.—Sold for £555.

By Messrs. CHINNOCK, GALSORTHY, & CHINNOCK.

Leasehold residence, being No. 6, Carlton-road, Kilburn-park; let at £95 per annum; term, 99½ years from December, 1852; ground-rent, £7 10s. per annum.—Sold for £1,000.
 Leasehold residence, being No. 22, Carlton-road a'oresaid; let at £80 per annum; term, 91½ years from September, 1856; ground-rent, £8 per annum.—Sold for £900.

Leasehold residence, being No. 24, Carlton-road; let at £8½ per annum term, 91½ years from September, 1856; ground-rent, £8 per annum.—Sold for £900.
 Freehold plot of building ground, abutting upon Reform-street, Andover-road, Holloway.—Sold for £75.
 Freehold plot of building ground adjoining above.—Sold for £7

By Mr. MARSH.

Leasehold ground-rent of £39 4s. for about 25 years, arising out of 10 houses, situate in Archer-street and Passmore-place, Camden-town.—Sold for £450.

Freehold house and shop, being No. 19, Harp-alley, Farrington-street; producing £50 per annum.—Sold for £800.

Leasehold dwelling-house and shop, being No. 22, Blanford-street, Portman-square; let at £25 per annum; held for an unexpired term of 8 years, at a ground-rent of £4 10s. per annum.—Sold for £390.

Leasehold business premises, being No. 50, High-street, Portland-town; let at £50 per annum; held for an unexpired term of 37 years, at a ground-rent of £22 per annum.—Sold for £330.

Leasehold residence, being No. 366, City-road; let at £50 per annum; held for an unexpired term of 8 years, at a ground-rent of £15 per annum.—Sold for £130.

Leasehold residence adjoining the above, and being No. 368, City-road; let at £50 per annum; held for an unexpired term of 8 years, at a ground-rent of £15 per annum.—Sold for £120.

Absolute reversion to one-eighth part of £2,000 sterling, receivable on the decease of a lady and gentleman aged respectively 61 and 67 years.—Sold for £80.

A Government grant or bounty of 160 acres of land in the United States of America.—Sold for £80.

Freehold ground-rent of £5 per annum, secured upon 4 houses, being Nos. 1, 2, 3, and 4, Cannon-cottages, Hounslow; let for a term, of which 82 years were unexpired in March, 1864.—Sold for £100.

A charge of £109 0s. 9d. upon 2 dwelling-houses, Nos. 46 and 47, Castle-street, Southwark.—Sold for £65.

June 3.—By Messrs. NORTON, HOGGART, & TRIST.

Freehold, Cream Lodge Farm, situate at Kirby Billars, Leicester, and consisting of a farm house, with buildings and garden, and 136a. 3r. 22p. of arable, pasture, meadow, and furze land, producing £129 8s. per annum.—Sold for £5,450.

Copyhold residence, known as Priory Lodge, with stabling, coach-house, &c., situate at Frogmal, Hempstead.—Sold for £3,500.

June 6.—By Messrs. E. & H. LOWLEY.

Absolute reversion to one-fourth of £8,500, payable on the death of a lady aged 72 years.—Sold for £1,038.

June 7.—By Messrs. DUNHAM & THWSON.

Freehold, 10 acres of land, situate at Lodge-hill, Farnham, Surrey.—Sold for £350.

Policy of assurance for £1,000, effected with the Economic Life Assurance Society, on the life of a gentleman aged 54 years.—Sold for £240.

By Messrs. FOSTER.

Copyhold residence, known as Kent House, situate on the banks of the Thames, at Ammersmith, with out-buildings, stabling, gardens, &c.—Sold for £1,760.

June 8.—By Messrs. EDWIN FOX & BODFIELD.

Leasehold residence, being No. 1, Rosendale-villas, Rosendale-road, Lower Norwood; let at £40 per annum; term, 99 years from December, 1847, at a ground-rent of £6 12s. 6d. per annum.—Sold for £400.

AT GARRAWAY'S.

Ju e 6.—By Messrs. BELTON.

Lease and goodwill of the Albion wine and spirit establishment, situate at the corner of Duke-street, Grosvenor-square.—Sold for £2,100.

June 7.—By Mr. PEAKE.

Freehold residential property, known as Newark House, situate at St. Peter's, Isle of Thanet, Kent; let at £63 per annum.—Sold for £1,180.

Leasehold residence, known as Edmundsbury Villa, Spring-grove, Isleworth, Middlesex; let at £65 per annum; term, 99 years from Michaelmas, 1854, at a ground-rent of £12 10s. per annum.—Sold for £950.

SALE OF THE ESTATE OF MANDERSTON.—The estate and residence of Manderston, in the county of Berwick, was, on the 8th, sold, after a spirited competition, to Mr. William Miller, M.P. for the Leith burghs, at the price of £78,050.

ESTATE OF FINECASTLE.—We understand that the beautiful estate of Finecastle, lying betwixt Loch Tummel and Blair-Athole, has been purchased by the Earl of Dunmore from Mr. Colquhoun, British Resident Consul at Bucharest, at the price of £50,000, being at a rate equal to fifty years' purchase.

United Law Clerks' Society.

Patrons.—THE RIGHT HON. THE LORD HIGH CHANCELLOR, THE RIGHT HON. LORD CRANWORTH. **Trustees.**—EDWARD SMITH BIGG, Esq.; JOHN WILLIAM WILLCOCK, Esq., Q.C.; KEITH BARNES, Esq.

The Thirty-second Anniversary Dinner

WILL TAKE PLACE

AT THE FREEMASONS' TAVERN, GREAT QUEEN STREET,
ON TUESDAY, THE 28th DAY OF JUNE, 1864.

The HON. MR. JUSTICE SHEE, in the Chair.

ACTING STEWARDS.

Mr. J. ALLENBERRY
Mr. A. COOKEMr. W. E. JONES
Mr. S. W. KINGMr. JOHN MARTIN
Mr. F. K. MONTONMr. W. NOAD
Mr. J. R. PERRYMr. G. C. SHERMAN
Mr. D. R. L. THOMAS

Mr. H. J. TYLER.

DINNER ON TABLE AT SIX O'CLOCK PRECISELY.

Tickets, One Guinea.

HARRY G. ROGERS, Secretary.

Legal and General Life Assurance Society,

10, FLEET STREET, LONDON, E.C.

TRUSTEES.

THE RIGHT HON. SIR THOMAS ERSKINE.
THE RIGHT HON. SIR J. L. KNIGHT BRUCE, Lord Justice.
THE HON. SIR WILLIAM PAGE WOOD, Vice-Chancellor.
THE HON. MR. JUSTICE WILLIAMS.

THE HON. SIR GEORGE ROSE.
KENYON STEVENS PARKER, Esq., Q.C., Examiner in Chancery.
EDWARD SMITH BIGG, Esq.
ROBERT BAYLY FOLLETT, Esq., Taxing Master in Chancery.

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SCADDING, EDWIN WARD, Esq.
SMITH, MONTAGUE, Esq., Q.C., M.P.
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Capital invested in the names of the Trustees	£1,318,184
Share Capital	£1,000,000
Less, paid up and included in the above sum	..	..	..	..	..	160,935
						839,065
Annual Income from Investments and Premiums (increasing yearly)	..	..	..	..	..	165,000
Total Sum assured by existing Policies	..	..	..	..	..	3,513,089
Total Reversionary Bonus added thereto	..	..	..	..	..	425,000
Claims paid on Policies	..	..	..	..	..	941,012
Bonus paid to Policy-holders	..	..	..	..	..	176,890

No extra Premium required for residence in any part of the world distant more than 33 degrees from the Equator.

Whole World Policies granted on payment of a single extra Premium of Ten Shillings per cent. when the Directors are satisfied that the Life Assured is at the time within the limits allowed by the ordinary Policies of the Society, and has then no intention of going beyond them, and that his occupations are not likely to lead him beyond them, or to be more than ordinarily hazardous.

Policies protected from dispute. The age of the person Assured, and other necessary particulars, admitted at the time of issuing the Policy. Four-fifths, or 80 per cent., of the Profits allotted to the Assured every fifth year.

SPECIMEN OF BONUS ADDED TO POLICIES.

No. of Policy.	Amount Assured.	Bonus Paid.	Year of Death.	Age when Assured.
	£	£		Years.
982	5,000	1,224	1857	40
1,588	5,000	1,157	1857	43
6	5,000	1,693	1857	44
941	2,500	771	1858	68
646	5,000	1,742	1858	54
13	5,000	2,091	1859	61
831	5,000	1,433	1860	37
870	4,000	1,438	1860	50
643	3,000	1,149	1860	57
2,871	5,000	907	1861	36
2,907	5,000	1,180	1862	36
1,751	1,000	318	1862	48
309	5,000	1,899	1862	40

The Bonus may, at the option of the Assured, be applied in reduction of annual premiums, which have been thereby reduced 25 per cent., or surrendered for a cash payment.

No loss of Bonus in case of death before the division of profits, a Bonus being paid for each year since the last division, at the rate of the last Bonus.

Loans granted to the full surrender value of the Policies without charge, except for the stamp-duty of 2s. 6d. per cent.

Forms of Proposal, and all further information, including a copy of the Society's Accounts, to be had on application by letter, or in person to

JOHN NETTLETON, Secretary,
10, Fleet-street, London.

THE LANDS IMPROVEMENT COMPANY

(Incorporated by Special Act of Parliament in 1853), 2, Old Palace Yard, Westminster, S.W.—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 25 years:—

1. Drainage, irrigation, and warping, embanking, enclosing, clearing, reclamation, planting for any beneficial purpose engines or machinery for drainage or irrigation.
2. Farm roads, tramways, and railroads for agricultural or farming purposes.
3. Jetties or landing places on the sea coast, or on the banks of navigable rivers or lakes.

4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved.

No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

For further information and for forms of application, apply to the Hon. WILLIAM NAPIER, Managing Director, 2, Old Palace-yard, Westminster, S.W.

Periodical Sale (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advowsons, Next Presentation, Manorial Rights, Rent Charges, Post Obit Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the present year.

MR. MARSH begs to announce that his **PERIODICAL SALES** (established in 1843), for the disposal of every description of the above-mentioned PROPERTY, take place on the first Thursday in each month throughout the ensuing year, as under:—

July 7	September 1	November 3
August 4	October 6	December 1

In addition to the above dates, Mr. Marsh also begs to announce that the following days are appropriated for the Sale of Freehold, Copyhold, and Leasehold Properties, viz.:—

Thursday, June 9, 16, 23, 30	Thursday, September 15
Thursday, July 14, 21, 28	Thursday, October 20
Thursday, August 11, 18, 25	Thursday, November 17
	Thursday, December 15

2, Charlotte-row, Mansion-house, London, E.C.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferences, Rent Charges, and all other descriptions of present or prospective Property.

MR. FRANK LEWIS begs to give notice that his **SALES** for the year 1864 will take place at the **AUCTION MART**, on the following days, viz.:—

Friday, June 10	Friday, September 9
Friday, July 8	Friday, October 14
Friday, August 12	Friday, November 11
	Friday, December 9

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 36, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

Shropshire.—Sale of valuable Freehold tithe-free Farms and Lands.

MESSRS. CHESHIRE & GIBSON beg to inform the public that they have been instructed to **SELL** by **AUCTION**, at the **HEN and CHICKENS HOTEL, BIRMINGHAM**, on **THURSDAY**, the 16th day of **JUNE, 1864**, at **FIVE o'clock** in the Afternoon, an **ESTATE**, comprising Freehold and tithe-free Farms, Corn-mills, Lands, and other premises, situate in the parish of Alveley, in the county of Salop, containing together 867 acres of land, of excellent quality, in **Nine Lots**.

The **First Lot** comprises a very complete Estate of **731 acres** in a ring-fence, with beautiful dingles, timber, and streams of water, forming a most desirable site for a mansion, and peculiarly suitable for the preservation of game, bounded for a long distance by the property of the Earl of Stamford and Warrington.

Lot 2 comprises the **Moorhouse Farm**, on the banks of the River Severn, containing about **80 acres**; and the remaining lots consist of **Accommodation Lands** and **Cottages**, and include mills, formerly paper mills, with strong water power.

The **Severn Valley Railway** passes near to the estate, with a station close to **lot 2**; and the whole property will be found worthy the attention of capitalists, either for investment or occupation.

Printed particulars, with plans, may be had of the Auctioneers; of **Messrs. J. MATTHEWS & SON, Birmingham**; of **Messrs. BENBOW, TUCKER, & SALTWELL, Lincoln's-Inn, London**; and (with any additional information) of **Messrs. NICHOLAS & PARDOE, Solicitors, Bewdley**.

BROOKS & SCHALLER'S AUCTION SALES

of Estates, Houses, Ground-Rents, Reversions, Annuities, Advowsons, &c., will take place at **GARRAWAY'S**, on the first and last Tuesday of each month; a nominal charge made per lot to include all expenses.

THE INDEX, published Monthly, of Estates, Country and Town Houses, Shootings, &c., to be **LET** or **SOLD**, is issued free on application—Auction and Estate Offices, 25, Charles-street, St. James', London.

ABSOLUTE REVERSION.—FOR SALE, by

order of a Mortgagee, ONE-FIFTH SHARE of £2,000 Three per Cent. Bank Annuities (part of £3,250 like Annuities), standing in the names of most respectable Trustees, payable on the death of a gentleman and lady now in their 61st year.—Apply to **MR. ANTHONY CARR, Solicitor**, 25, Rood-lane, London.

ESTATES AND HOUSES, Country and Town

Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—**JAMES BEAL'S REGISTER** of the above, published on the 1st of each month, forwarded per post, or may be had on application at the Office, 209, Piccadilly, W.—Particulars for insertion should be forwarded not later than the 24th of each month.

Margate.—Valuable Freehold and gentlemanly Residence called "Carlton House," with garden, conservatory, orchard house, and vinery, situate on the Upper Marine-terrace, and fronting the sea; detached coach-house and stabling premises, situate in Grosvenor-place, adjoining. Immediate possession.

MESSRS DRIVER & Co. have been instructed by the Proprietor to **SELL BY AUCTION**, at the **MART** in London, on **FRIDAY, JULY 1st**, in two lots, the above **CAPITAL FREEHOLD RESIDENCE**, fronting the sea, known as "Carlton House," situate on the Upper Marine-terrace of the above healthy and improving watering-place, together with an extensive and well-arranged walled garden, stocked with choice fruit trees and plants; orchard houses, stores, conservatory, vinery, &c.; also well-built detached premises in Grosvenor-place, comprising a three-stall stable, double coach-house, harness-room, servants' rooms, over, large yard, enclosed with lofty brick walls and handsome entrance gates.

The residence contains spacious entrance vestibule, stone stair-case, lobbies, noble and lofty dining room, an elegant and lofty drawing-room, Venetian windows and balcony—this room can be used as two separate apartments—library, sitting-room, seven large and airy bedrooms, two water closets, housekeeper's room, butler's pantry, spacious kitchen, most conveniently fitted; scullery, outer pantry, excellent wine, beer, and coal cellars, and all other necessary domestic offices. The residence is most substantially built with a noble stone portico, is in excellent condition, as well ornamental as otherwise, and was erected by the late Dr. Jarvis expressly for his own residence and was occupied by him up to his decease, and since then the present owner has expended large sums in improvements and decorations. This residence, fronting the sea, presents a most attractive and gentlemanly abode, more especially where salubrity of climate is an object, Margate having for very many years maintained the reputation deservedly bestowed upon it by the medical profession, and by none more energetically and practically than by the late eminent Dr. Bright, of being about the healthiest locality in the kingdom. The facility of access by railway is great, there being two lines—viz., the South-Eastern and the London, Chatham, and Dover; and Margate can be now reached from London in two and a-half hours.

Lot 1 will comprise the residence, garden, and appurtenances; and **Lot 2** the stabling, coach-house, and appurtenances.

To be viewed by cards only, to be had of Messrs. Driver & Co., London, or of Messrs. Thorley & Robinson, Manchester.

Printed particulars may now be had of

Messrs. GREGORY & ROWCLIFFES, Solicitors, 1, Bedford-row, London; of **Messrs. BROOK & HUGHES, Solicitors, Margate**; of **Messrs. DRIVER & Co., Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London**; and of **Messrs. THORLEY & ROBINSON, Solicitors, 7, St. James-square, Manchester**.

West Riding of Yorkshire.—The very important Freehold Residential Estate (land-tax redeemed), known as **Aketon**, otherwise **Acton Hall**, with the Manors or reputed Manors of **Aketon** and **Featherstone**, including the valuable royalties, rights, minerals, quarries, and incidents thereof belonging, situate in the parish of Featherstone, about two and a-half miles from Pontefract, equidistant (three miles) from Castleford and Normanton, skirted on one side by the Lancashire and Yorkshire Railway, and the other by the North Midland. It comprises a mansion upon a moderate scale, with tastefully arranged grounds, pleasantly situate on a side hill, overlooking a large extent of richly-wooded and park-like land, within an easy distance of the celebrated **Badsworth** and **Bramham** kennels, in the heart of the best sporting county in England, surrounded by a domain of **1,125 acres** of highly productive land, divided into convenient farms, with dwelling-houses, numerous lot of accommodation land and labourers' cottages.

MESSRS. BEADEL are instructed to **SELL** by

AUCTION, at the temporary **AUCTION MART**, at the **Guildhall Coffee-house, Gresham-street, London**, on **THURSDAY**, the 28th day of **JULY**, **TWELVE** for **ONE**, in **One Lot**, the above very important **RESIDENTIAL ESTATE**, situate in the parish of and adjoining the village of **Featherstone**, where there is a station on the Lancashire and Yorkshire Railway, equidistant (three miles) from Normanton and Castleford, on the North Midland. It includes a substantially stone-built mansion, containing lofty and well-proportioned reception-rooms, nine bedrooms, with the usual domestic offices and outbuildings requisite for the establishment of a gentleman's family, placed on a side hill with a southern aspect, overlooking a richly timbered and undulating country, surrounded by a comfortable domain of **1,125 acres**, divided into 10 convenient farms, with comfortable dwelling-houses, the necessary agricultural buildings, several plots of accommodation land, and labourers' cottages. The estate is situate in the most preferable and healthy part of the county, in the heart of the first hunting and sporting district in England. The land is sound and highly productive, and a large portion of it is of prime grazing quality. From a recent survey it is found to possess the valuable seams of coal, known as the "Stanley Main" and "Haigh Moor" and there are also excellent stone quarries upon the property. Its central position, with the unusual facilities offered for the transit of coal, &c., to all parts of the kingdom, render it, in addition to a first class landed investment, a thoroughly safe and lucrative mining speculation.

Particulars, with plans and conditions of sale, may be obtained at the **Elephant Hotel, Pontefract**; the **Reindeer Hotel, Doncaster**; the **George Hotel, York**; **8 Stafford Arms, Wakefield**; the **Angel, Sheffield**; of **Messrs. SIMPSON & DIMOND, No. 10, Henrietta-st, Cavendish-square, W.**; at the **Guildhall Coffee-house, Gresham-street, London**; and of **Messrs. BEADEL, 35, Gresham-street, London, E.C.**

